

UNDERWRITTEN BY



GEFION  INSURANCE

ARRANGED BY



**Bump**  
insurance



**PRIVATE MOTOR POLICY DOCUMENT**



# IMPORTANT CONTACT DETAILS

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**Bump Insurance  
Galway Business Park  
Dangan, Galway.**

**H91 P78R**

Tel. 091 42 11 11; Email: info@bump.ie

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**Approved Windscreen Repairer**

**Mr. Windscreen  
1850 512345**

BRANCH LOCATIONS

[http://www.mrwindscreen.ie/depot\\_locator.php](http://www.mrwindscreen.ie/depot_locator.php)

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**Bump Legal Assistance  
01 670 7470**

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**Bump Breakdown Assistance  
1 800 812 228**

# POLICY WORDING



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# THE CONTRACT OF INSURANCE

Thank you for choosing Bump Insurance which is a trading name of Patrona Underwriting Limited. This document and applicable endorsements set out both your and the Insurers' rights and responsibilities under the policy. For future reference, it is recommended that you keep these documents in a safe place. If they contain any errors, please contact your Insurance Broker so that they may be rectified.

Provided the premium has been paid by you, the Insurer will provide insurance in accordance with the policy cover indicated in the Schedule and subject to the applicable terms, conditions and exceptions contained in this policy document. Depending on the cover, the Insurers providing the indemnity under the different sections of this contract are shown below:

**(N.B. Bump Insurance is an agent of authorised insurance companies and acts on their behalf in respect of the administration of policies):**

**Private Car Insurance (excluding Legal Expenses, Car Hire and Breakdown Assistance) under this policy is underwritten by Gefion insurance A/S, Østergade 10, 1100 Copenhagen K, Denmark.**

Gefion Insurance A/S is authorised by the Finanstilsynet in Denmark and is regulated by the Central Bank of Ireland for conduct of business rules. The insurance is administered by Patrona Underwriting Limited trading as Bump Insurance. Patrona Underwriting Limited is regulated by the Central Bank of Ireland.

**Legal Expenses & Car Hire cover** – this cover under the policy is underwritten by DAS Legal Expenses Insurance Company Limited situated in the UK. DAS Legal Expenses Insurance Company Limited is authorised and regulated in the UK by the Prudential Regulation Authority and the Financial Conduct Authority. It is also regulated by the Central Bank of Ireland for Conduct of Business rules. Head Office: DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Branch in Ireland: DAS Legal Expenses Insurance Company Limited, Address: Europa House, Harcourt Centre, Harcourt Street, Dublin 2

**Breakdown Assistance** – this cover under the policy is underwritten by MAPFRE ASISTENCIA Compania de Seguros y Reaseguros SA trading as MAPFRE ASSISTANCE Agency Ireland. MAPFRE ASISTENCIA Compania Internacional De Seguros Y Reaseguros, S.A., trading as MAPFRE ASSISTANCE Agency Ireland is authorised by Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda in Spain and is regulated by the Central Bank of Ireland for conduct of business rules. Company Registration Number 903874. MAPFRE ASSISTANCE Agency Ireland, Ireland Assist, Ireland Assist House, 22-26 Prospect Hill, Galway

Please read your policy carefully as it sets out the benefits of your policy and also the circumstances where cover does not apply.

Your motor policy consists of the following documents, which form the basis of the contract:-

- The **Proposal Form** or **Statement of Fact** and any **Declarations** signed by You.
- The **Schedule** (which shows details of the Insured, the vehicle, the period of insurance and the sections of cover which apply)
- The **Certificate of Motor Insurance** and **Insurance Disc**.
- Any **Endorsement(s)** which may be issued to You.

This policy should be read in conjunction with other documentation you will have received or will have been sent, including the Terms of Business document.

The choice of law, within the European Union, which may apply to this contract of insurance rests with you and us. The Insurers choose that Irish law will apply. In respect of language, in our dealings with you in relation to this policy, communications will be in English.

Unless specified elsewhere in the policy, the indemnity provided by this policy applies only in respect of events which occur in or between the Rep. of Ireland, the UK, the Isle of Man or the Channel Islands during any period of insurance.

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

A handwritten signature in black ink, appearing to read 'Tony Wright', with a stylized flourish at the end.

**Tony Wright**

**Patrona Underwriting Limited trading as Bump Insurance.**

# Definitions

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

**Accessory/Accessories:** means additional optional items available from the vehicle manufacturer which are permanently fitted to your car.

**Being driven:** means being in the charge of a person who has driven, or will drive the car and attached trailer (if any), even if he/she are not driving at the time.

**Bump/Us/We/Our:** means Bump Insurance which is a trading name of Patrona Underwriting Limited. An agency acting on behalf of the Insurer for the purposes of administering policies on the Insurer's behalf.

**Car/Vehicle/Insured Vehicle:** mean the vehicle described in the schedule and which is identified in the effective Certificate of Motor Insurance. It does not extend to include cars used as vans or vehicles not owned by the Insured. The vehicle must be registered and taxed as a private car.

**Car-van:** means a car without fixed seats in the rear section.

**Certificate of Motor Insurance:** means the document that provides evidence of motor insurance having been affected and in force, as required by law.

**Condition precedent:** means terms and conditions which must be fulfilled by you before the provision of indemnity will be considered and/or granted.

**Contract of Insurance:** means the Policy wording, the Schedule, applicable Endorsements, the Certificate of Motor Insurance and the information provided by you in the Proposal Form/ Statement of Fact and declarations made by you. All of these form the basis of the contract.

**Dangerous Driving:** means a charge or conviction under Section 53 of the Road Traffic Acts 1961 or any subsequent codifying, amending Act or related Statutory Instruments.

**Deception:** means where false/misleading information is used.

**Endorsement:** means any alteration or attaching condition to the terms, conditions, exceptions (including general exceptions). Endorsement may be issued separately or form part of the Policy.

**Europe:** means any member state of the European Union and any other country that is a current member of the Green Card system (provided you have been issued with a Green Card by Us).

**Excess:** means the first part of any claim payable by you.

## Geographical Limits

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

**Insured Person / Insured:** means you and any person named in the Schedule and Certificate of Motor Insurance.

**Ireland:** means the Republic of Ireland.

**Law:** means any constitutional, statutory or common law, including any regulation.

**Market Value:** means the cost of replacing the car at the time of the accident or loss with one of a similar make, model, age, condition, mileage and legal compliance e.g. NCT/UK MOT certified.

**Misrepresentation:** means a false/misleading statement of fact made by a party to induce another party into entering into or when amending a contract.

**NCT:** means National Car Test (and also includes the UK MOT - Ministry of Transport Test)

**Passenger:** means any person (other than the driver) who is in, on, entering into or alighting from the insured vehicle or any attached trailer or towed vehicle.

**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.

**Personal Belongings:** means portable items normally worn, carried or used about the person on a day-to-day basis.

**Policy:** means the contract of insurance between you and authorised Underwriter(s) or Insurer(s).

**Policyholder:** means the person who made the declarations (or upon whose behalf they were made) and upon which we have relied when arranging this policy.

**Proposal Form/Statement of Fact:** means the documents filled in by you (or by any person acting on your behalf) and all information provided and declarations made by you (or by any person acting on your behalf) upon which we have relied when arranging this policy.

**Road Traffic Acts:** means Road Traffic Acts from 1961, any amendments, replacements and subsequent related Statutory Instruments.

**Schedule:** means the document showing details of the cover provided by your policy.

**Spouse/Partner:** means legally married husband/wife, legally recognised civil partner, a cohabiting partner of the insured who shares household expenses or responsibilities.

**UK:** means England, Scotland, Wales and Northern Ireland.

**Underwriters/Insurers:** mean certain authorised Underwriter(s) or Insurer(s).

**You/Yourself/Your:** mean the person named as the Insured or the Policyholder in the Certificate of Motor Insurance.

# Section I - Liability to Third Parties

## I. Indemnity to the Insured

In respect of an accident caused by or in connection with

- (i) The Insured Vehicle;
- (ii) A single axle trailer up to half a tonne unladen weight or a horse box up to one tonne unladen weight or a disabled mechanically propelled vehicle not being towed for hire or reward by the Insured Vehicle, (as permitted by law and providing that the trailer, horse box or disabled vehicle is attached correctly using towing equipment specifically made for this purpose) however, excluding caravans, mobile homes, trailer tents, boat trailers and any trailer which incorporates machinery or other equipment;
- (iii) A detached trailer or towing caravan, details of which have been supplied to us and where we have confirmed as being insured under this policy;

subject to the observance and fulfilment of the Terms, Conditions and Exceptions of this Policy, the Insurer will indemnify the Insured against legal liability for damages and Claimant's costs and expenses in respect of:-

- death of or bodily injury to any person.
- damage to property, subject to the following limitations:
  - i) the maximum amount we will be liable for is €30,000,000 and all legal costs limited to €7,500,000 in respect of any one event.
  - 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 the Insurer's written consent in dealing with or defending any claim under this Section. In addition, at your request (or may at our option) arrange for and pay the fee of a Solicitor to represent you at any related coroner's inquest/fatal enquiry and the legal costs of defence against a charge of manslaughter or causing death by reckless driving subject to a limit of €5,000 in respect of any one charge.

## 2. Indemnity to other persons

The indemnity provided by Sub-section (I) of this Section will be subject to the observance and fulfilment of the Terms, Conditions and Exceptions of this Policy and shall apply to:

- a) any person driving your car with your permission, who is named in the Certificate of Motor Insurance, except a person in the Motor Trade driving the car for purposes necessitated by its overhaul, upkeep and/or repair.
- b) any passenger in, entering or exiting from the insured vehicle (with your consent) but not the driver or person in charge of the insured vehicle for the purposes of driving) and provided the use is for social, domestic and pleasure purposes.
- c) your employer or business partner if stated in the Certificate of Insurance and provided the car is not owned leased or hired by or to the Employer or Partner and only in respect of your negligence whilst you are driving or using a motor vehicle on their business.



- d) The legal representatives of any of the people named above (following the person's death) but only for the liability of the person who has died and only within the terms, conditions and limits, which applied to that person under this policy.

## **Exceptions Applicable to Section I**

The Insurer shall not be liable:

- a) for 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) for any person described in Sub-section 2 above 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.
- c) for damage to or loss of any vehicle being driven or used by a person claiming under this part of the policy.
- d) for 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 whilst being conveyed in your car or in/ on any vehicle towed or for loss or damage to any towed vehicle.
- e) for 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.
- f) for death of or bodily injury to any person driving or in charge of the vehicle.
- g) for use of the Insured Vehicle in or on airports, aerodromes, airfields or military bases, aircraft parking aprons including associated service roads, refuelling areas and ground equipment parking areas.
- h) for bodily injury, death or damage to property to or belonging to any person (including any passenger) while in or on any trailer; animal box (e.g. horse/dog box) semi-trailer or caravan, covered by this policy, whether coupled to the vehicle or otherwise.

## **Section 2 – Loss or Damage to Your Car**

### **(INCLUDING COVER PROVIDED UNDER SECTION 1 – LIABILITY TO THIRD PARTIES)**

Under this section, subject to the Exceptions and Features/Stipulations applicable to Sections 2 & 3 below and the General Terms & Conditions which apply to the entire policy, the Insurer will indemnify the Insured against fortuitous (including malicious) loss or damage to the Insured Vehicle or its standard fitted accessories and spare parts, while in or on your car or in your private domestic garage. In addition, the following cover applies:-

#### **A) FULL NO CLAIMS DISCOUNT PROTECTION**

Your No Claims Discount will not be detrimentally affected at renewal date, provided that:-

- no more than one accident or claim has occurred, been made or notified during the current period of insurance AND
- you have not been prosecuted or threatened with criminal proceedings in connection with any motoring offence.

(N.B. Cover reverts to a Step Back No Claims Discount Protection basis after the Full No Claims Discount Protection cover has been exhausted)

#### **B) DRIVING OTHER CARS (AUTOMATICALLY INCLUDED WITH ALL TYPES OF COVER)**

Section 1 - Subject to cover being stated on your certificate of insurance and where the Policyholder is over 25 years old, liability to Third Parties is extended to apply to the driving by the Policyholder only, with the owner's permission, of any right-hand drive car, (excluding Spouse/Partner's car and/or more than 5-seater vehicles) not belonging to you and not hired or leased to you under a Hire Purchase or Leasing Agreement up to a maximum of 2 litre engine size. (N.B. No cover is provided under this section in respect of damage to the vehicle being driven by the Policyholder). This cover cannot be used to obtain the release of cars, which have been seized by, or on behalf of, any government or public authority.

In addition, Driving Other Cars cover will not operate:

If the policy is issued in the name of a company/firm; or

If the insured vehicle is sold or disposed of, or declared a total loss; or

If the car you are driving is owned by or provided by an employer or business partner; or Outside of the geographical limits of this policy; or

If the car you are driving is over 15 years old and/or is not roadworthy and/or does not have a current and valid NCT/ UK MOT Certificate; or If you are covered by any other insurance; or

If the car is not registered and/or taxed for private use; or Where towing of any kind is involved.

#### **C) WINDSCREEN COVER**

You will be indemnified against accidental breakage of glass in the windscreen or windows of the insured vehicle or any scratching of body work to same resulting solely and directly from such breakage, for an amount not exceeding €400 provided a Bump

Insurance approved repairer is used, otherwise the maximum payable will be limited to €200 in respect of replacement and €50 in respect of repairs. Damage to sun-roofs and all mirrors is excluded.

Up to two claims within the period of insurance under this extension, will not affect your entitlement to a No Claims Discount and furthermore the Policy Excess clause will not apply. Where more than two claims under this section are paid, your entitlement to a No Claims Discount will be affected.

#### **D) CONCESSION FOR NEW CAR**

If, within a period of 12 months from its date of first registration, your 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 list price in Ireland, current at the time of the loss or damage, the Insurer will replace the car with a new car of the same make and model (subject to availability in Ireland) and subject to your consent and that of any other interested party. Subsequently, the Insurer (or Agent) is entitled to possession and ownership of the Insured Vehicle.

However, this new car cover only applies if the vehicle has covered less than 50,000 kilometres at the time of loss or damage and only if you are the first registered owner.

#### **E) CAR HIRE (SEE ENDORSEMENT 8 FOR FULL COVER DETAILS)**

#### **F) LEGAL ASSISTANCE (SEE ENDORSEMENT 6 FOR FULL COVER DETAILS)**

#### **G) BREAKDOWN ASSISTANCE (SEE ENDORSEMENT 7 FOR FULL COVER DETAILS)**

#### **H) PERSONAL EFFECTS**

The Insurer will indemnify you against loss of or damage to clothing and 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 the Insurer will indemnify the owner of the lost or damaged property provided that:-

The Insurer's liability under this Extension shall be limited to €125 for any one item and €500 in total for any occurrence and provided the claim is fully vouched and proven.

The Insurer 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

#### **I) ACCESSORIES RELATED TO CHILDREN**

You will be indemnified against loss of or damage to any child's push chair; buggy, carry-cot or car seat in the Insured Vehicle, caused by accident, fire, theft or attempted theft following forcible entry. The maximum payable under this cover in respect of any one incident or series of incidents arising out of one event is €400.

When the Vehicle is unattended, the accessories related to children (excluding fitted car seat) must be concealed in a locked boot.

## **J) FIRE BRIGADE CHARGES**

You and any named driver using your car will be indemnified against liability for fire brigade and emergency services call out charges to a limit of €750 provided there is a valid claim on your Policy for the event and there is no entitlement to a reduction, waiver or recovery of any such costs from any other source. A claim under this section will not affect your No Claims Discount.

## **K) REPLACEMENT OF LOCKS**

The Insurer will pay up to €500 towards the 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 the Insured's home, or any other building, boat or caravan where the Insured is temporarily residing, provided that such stealing involves entry to or exit from such property using forcible/ violent means and the theft of the insured vehicle.

Exceptions to this Benefit:-

- a) The Insurer 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 the Insured's family or household or a person in a close personal relationship with you or a member of your family or household.
- b) The Insurer will not be liable in respect of any claim where the theft of the keys or lock transmitter has not been reported to the An Garda Síochána/Police immediately upon discovery.

## **L) PERSONAL ACCIDENT**

If you and/or your spouse or partner who permanently resides with the Insured 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, the Insurer 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 of the accident and as a direct result of the accident and such injured person is not less than 18 years of age and not more than 80 years of age at the time of the accident; and 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 or solvent abuse. If the injured person is insured against Personal Accident under any other motor insurance policy, benefit shall be payable under one policy only.

## **M) MEDICAL EXPENSES**

Provided there is a valid claim on your policy for the event/accident, the Insurer will reimburse to the Insured the cost of medical treatment to the Insured 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 €250 in respect of any one person injured.

## **N) FUEL MIS-DELIVERY**

In the event of the engine/fuel system of the Insured Vehicle being damaged by contamination from the direct use of incorrect fuel, the Insurer will pay up to a maximum amount of €750 to decontaminate the engine and/or fuel lines but no amount will be payable for engine damage or replacement parts or labour associated with parts replacement.

## **O) UN-EXPIRED MOTOR TAX**

The Insurer will pay the amount of the unexpired portion of motor tax if you are unable to obtain a refund from the Licensing Authority following the total loss of the Insured Vehicle.

## **Section 3 – Loss or Damage to Your Car by Fire or Theft**

### **(INCLUDING COVER PROVIDED UNDER SECTION 1 – LIABILITY TO THIRD PARTIES)**

Under this section the Insurer will indemnify the Insured against loss of or damage to the Insured Vehicle or to its standard fitted accessories and spare parts, while in or on your car or in your private domestic garage if caused by fire, lightning, theft or attempted theft, subject to the Features/Stipulations and Exceptions below and the General Terms & Conditions which apply to the entire policy. In addition, the following cover applies, if stated in your Policy Schedule :-

#### **A) FULL NO CLAIMS DISCOUNT PROTECTION**

Your No Claims Discount will not be detrimentally affected at renewal date, provided that:-

- no more than one incident or claim has occurred, been made or notified during the current period of insurance AND
- you have not been prosecuted or any criminal proceedings are pending in connection with any motoring offence.

(N.B. Cover reverts to a Step Back No Claims Discount Protection basis after the Full No Claims Discount Protection cover has been exhausted)

#### **B) DRIVING OTHER CARS**

Section 1 – Subject to cover being stated on your certificate of insurance and where the Policyholder is over 25 years old, liability to Third Parties is extended to apply to the driving by the Policyholder only with the owner's permission, of any right- hand drive car (excluding Spouse/Partner's car and/or more than 5-seater vehicles) not belonging to you and not hired or leased to you under a Hire Purchase or Leasing Agreement up to a maximum of 2 litre engine size. (N.B. No cover is provided under this section in respect of damage to the vehicle being driven by the Policyholder).

This cover cannot be used to obtain the release of cars which have been seized by, or on behalf of, any government or public authority.

In addition, Driving Other Cars cover will not operate:

- If the policy is issued in the name of a company or firm; or
- If the insured vehicle is sold or disposed of, or declared a total loss; or
- If the car you are driving is owned by or provided by an employer or business partner; or
- Outside of the geographical limits of this policy; or
- If the car you are driving is over 15 years old and/or not roadworthy and/or does not have a current and valid NCT or UK MOT Certificate; or
- If you are covered by any other insurance; or
- If the car is not taxed for private use; or
- Where towing of any kind is involved.

**C) CAR HIRE (SEE ENDORSEMENT 8 FOR FULL COVER DETAILS)**

**D) STEP BACK NO CLAIMS DISCOUNT PROTECTION (SEE SECTION 6B) – NO CLAIMS DISCOUNT FOR FULL COVER DETAILS)**

**E) LEGAL ASSISTANCE (SEE ENDORSEMENT 6 FOR FULL COVER DETAILS)**

**F) BREAKDOWN ASSISTANCE (SEE ENDORSEMENT 7 FOR FULL COVER DETAILS)**

**G) FIRE BRIGADE CHARGES**

You and any named driver using Your Car will be indemnified against liability for fire brigade and emergency services call out charges to a limit of €750 provided there is a valid claim on your Policy for the event and there is no entitlement to a reduction, waiver or recovery of any such costs from any other source. A claim under this section will not affect your No Claims Discount.

**H) REPLACEMENT OF LOCKS**

The Insurer will pay up to €500 towards the 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 the Insured's home, or any other building, boat or caravan where the Insured is temporarily residing, provided that such stealing involves entry to or exit from such property using forcible/ violent means and the theft of the insured vehicle.

Exceptions to this Benefit :-

- i) The Insurer 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 the Insured's family or household or a person in a close personal relationship with you or a member of your family or household.
- ii) The Insurer will not be liable in respect of any claim where the theft of the keys or lock transmitter has not been reported to the An Garda Síochána/Police immediately upon discovery.

**I) UN-EXPIRED MOTOR TAX**

The Insurer will pay the amount of the un-expired portion of the motor tax if you are unable to obtain a refund from the Licensing Authority following the total loss of the Insured Vehicle.

## FEATURES / STIPULATIONS APPLICABLE TO SECTION 2 & SECTION 3

1. The Insurer may at its sole option repair, reinstate or replace your car or any part thereof, or may pay in cash the amount of the loss or damage provided the value of the item has been included in the value of your car declared to and accepted by us.
2. The Insurer's liability under this section will not, however, exceed the market value of the Insured Vehicle immediately before the loss or damage or the sum insured (whichever is the lesser amount)
3. A permanently fitted radio, tape or cassette/CD player (excluding CDs/tapes/mini discs/ memory card) is covered provided that the Insurer shall only be liable if your car is damaged at the same time. The Insurer's total liability shall be **limited to €500** in all for any one such occurrence.
4. If any spare part is lost or damaged and a replacement from stock in Ireland is not available at the time of repair, the Insurer will pay the cost of this part as shown in the last price list issued by the manufacturer for use in Ireland at that time.
5. If, whilst in Ireland, your car is disabled by reason of loss/damage covered by this Section, the Insurer will pay the reasonable cost of protection and removal to the nearest repairer and delivery to you, at your last address known to us, after completion of the repairs.
6. The maximum amount payable under the policy in respect of storage of a damaged insured vehicle **is limited to €250**.
7. The maximum amount payable under the policy in respect of towage of a damaged insured vehicle **is limited to €200**.
8. If we know that 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 the Insurer's liability.
9. If a claim is settled on a total loss basis, the Insurer (or Bump acting on their behalf) reserve the right to own the salvage.
10. Your car must be missing for at least **14 days** from the date we were notified before it is considered to be lost by theft.



## EXCEPTIONS APPLICABLE TO SECTION 2 & SECTION 3

The Insurer shall not be liable for:

- a) loss of use, wear and tear; depreciation, betterment, mechanical, electrical, electronic or computer failures or breakdown or breakages;
- b) damage to tyres by the application of brakes or by road punctures, cuts or bursts;
- c) loss or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
- d) any loss or damage arising from deception by a purported purchaser or his/her agent;
- e) 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;
- f) the cost of hiring another vehicle (unless stated otherwise);
- g) 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;
- h) cost of replacing the keys or lock transmitter or locks arising from theft or loss of keys or lock transmitter or damage/breakage of or by keys or lock transmitter (unless stated otherwise);
- i) loss or damage to the insured vehicle, if the insured driver is not driving in compliance with any driving licensing restrictions;
- j) loss or damage unless the insured vehicle (where required by law/regulation) is the subject of a valid and current NCT/UK MOT certificate;
- k) loss or damage to any trailer or to property being carried in or on any trailer; disabled mechanically propelled vehicle or the Insured Vehicle;
- l) loss or damage to satellite navigational equipment or games consoles and equipment other than those which are permanently fitted to the Vehicle and are included in the total value of the Insured Vehicle as advised to us;
- m) theft of the Insured Vehicle by any member of the Insured's family or household or a person in a close personal relationship with you or a member of your family or household;
- n) loss or damage due to theft or attempted theft occurring while the keys or locking device of the Insured Vehicle are left in or on or about the Insured Vehicle when unattended;
- o) replacement of locks of the Insured Vehicle following loss, damage or theft of keys or locking device occurring without the theft of the Insured Vehicle (unless stated otherwise);
- p) loss or damage arising from the Insured Vehicle being filled with the wrong or contaminated fuel (unless stated otherwise);
- q) any cost associated with cameras or other such instruments fitted to the windscreen or any windows of the insured vehicle.
- r) loss or damage under Section 3, where cause arises from vandalism or malicious damage;

- s) loss or damage 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, re-fuelling areas and ground equipment parking areas;
- t) the cost of replacement of parts over and above the price indicated in the latest Maker's price list, where the insured vehicle is a Japanese/Far Eastern import car and where such repair/ replacement parts are not obtainable or are not in stock with the manufacturers' EU representatives.

## **SECTION 4 - TEMPORARY/PERMANENT SUBSTITUTIONS**

Provided the applicable sections are operative under the policy, as per the Schedule, Sections 1, 2 and 3 of this Policy may apply (max. number of temporary/permanent substitutions in any one period of insurance is limited to three) in respect of:

Any private car up to 2 litre engine size (excluding vehicles used for Hire or Reward and 6-seater (or greater) vehicles), which is loaned to the Insured for up to 7 days by a garage or a car repairer whilst the Insured Vehicle permanently covered under this policy is being serviced or repaired, unless cover is provided by the insurance policy of the garage or car repairer.

## **SECTION 5 - FOREIGN USE**

### **1. European Union Compulsory Cover**

The Insurer will provide the full cover provided by this policy to allow you to use your car (or in transit by sea between ports therein or by train) for a period not exceeding 60 days in one period of insurance:-

- a. in member countries of the EU.
- b. in any other countries, which have made arrangements, and which meet the insurance requirements of and are approved by the Commission of the EU under Article 7 (2) of the European Union Directive on Insurance of Civil Liabilities arising from the use of Motor Vehicles (No. 72/166/CEE)

### **2. Customs Duty**

The Insurer 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. The liability of the Insurer shall not exceed the market value of the Insured Vehicle prevailing in Ireland or the value of the Insured Vehicle declared at the time of incepting or renewing the policy whichever the lower value on the date of enforcement.

## SECTION 6 – NO CLAIMS DISCOUNT

In the event of no claim being made or arising under this Policy, the Insurer will allow a reduction from the renewal premium, provided that the renewal be for a period of twelve months. The level of No Claims Discount years earned is shown on the Schedule.

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.

### STEP BACK NO CLAIMS DISCOUNT PROTECTION

If one claim arises under the policy during any one period of insurance, the No Claims Discount earned at next renewal will be reduced by the equivalent of two years No Claims Discount at next renewal. The following is **an example**:

	<b>No Claims Discount at next renewal (Before Claim)</b>	<b>No Claims Discount at next renewal. (After Claim)</b>
<b>No. of Years</b>	5	3
	4	2
	3	1
	2 (or less)	0

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

Provided only one claim being made in any single period of insurance, your No Claims Discount will not be affected by a single Fire or Theft claim or two claims where windscreen/window damage or breakage is involved.

Where a claim occurs during the period of insurance, the No Claims Discount allowable will not be increased at the next renewal date.

# **SECTION 7 - GENERAL POLICY CONDITIONS**

## **THESE GENERAL POLICY CONDITIONS APPLY TO THE WHOLE POLICY**

### **1. Due Observance**

It shall be a condition precedent to any liability under this policy that you observe and fulfil the terms and conditions of this policy and any endorsements issued by us.

In addition, since this policy is based on the truthfulness, completeness and accuracy of the information provided at the time of arrangement/amendment of this insurance and/or at renewal of this policy, if any such claim or statement in connection with this insurance is false, fraudulent or incomplete, this Policy shall become null and void and all claims shall become forfeit or the continuation of cover under the policy may also be affected.

### **2. Cooling-Off Period**

You may withdraw from your Policy, within 14 days of the inception date or receipt of the policy documentation, whichever is the later, without having to provide a reason. To activate withdrawal from the Policy during the "cooling-off period", you must request cancellation in writing and return your Certificate of Motor Insurance and Insurance Disc to us (or your Insurance Broker). Cancellation will take effect from the time we receive the Certificate of Motor Insurance. Should you exercise your right to withdraw, you will be obliged to only pay a proportional amount of the premium for the period for the time you had insurance cover and a charge (See 7.) provided you have not claimed and there is no incident likely to result in a claim since the inception or renewal of the policy. In the event of an accident, incident or claim being reported to us within the "cooling-off period" (or afterwards) we reserve the right to retain the premium in full or to demand the premium in full. Should an incident or claim be reported to us after the "cooling-off period" we reserve the right to reclaim any premium we had already returned to you.

### **3. Claims Procedure**

In the event of an accident, loss or event which might result in a claim under this policy, you or the person entitled to indemnity must, upon request, provide full cooperation. In addition you must:

a) immediately provide full details, in writing, of the occurrence; b) immediately send to us all letters/communications from any other parties; c) immediately inform us of any notification of any impending prosecution, inquest or court appearance; d) immediately following the occurrence, make every effort to obtain and preserve the details (including names and addresses) of all witnesses, e) provide us with a completed accident report/claim form and any other any documentation requested of you.

Unless you have our written consent, do not make any admission of liability or payment (partial or otherwise) or offer of payment to anyone likely to claim against your policy - nor should you incur any legal expenses without our written consent. In addition, you shall provide such assistance as we may reasonably require and shall not in any way act to the detriment or prejudice of the Insurer's interests.

Acting on behalf of the Insurer, we are entitled to take sole control of all negotiations and proceedings and shall be entitled to settle any claim or part thereof without reference to you. We are also 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.

Acting on behalf of the Insurer, we shall be entitled to exercise the same rights in respect of claims, which we would not 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.

#### **4. Changes affecting your Insurance**

You must tell us as soon as possible if any of the information provided at the time of arranging/ renewing/amending this policy alters, including if same occurs post-arrangement of the insurance but prior to the date and time of activation of cover. If in doubt, you should contact your Insurance Intermediary/Broker for advice. Some examples are:

- A change of car; or you have purchased another car to which you want your existing cover to apply.
- You wish a new driver to be covered.
- You or any other driver passes their driving test
- At the time of any amendment in cover, details where someone who drives the car has penalty points applied, is involved in a motor accident/incident, is being prosecuted, receives a motoring or any other conviction or suffers from a medical condition or has a claim on another policy.
- The car is changed or modified from the manufacturer's standard specification or you intend to change or modify it (including the addition of optional fit accessories such as spoilers, skirts, body kit, alloy wheels, etc.).
- A change of occupation (full or part-time) by you or any other driver.
- A change of postal address
- A change of the address at which the car is kept.
- A change of storage/garaging facilities/where the car is normally left overnight.
- A change in the use of the car.
- The car is involved in an accident no matter how trivial.
- A change of the main user of the car.
- If you do not tell us about changes, your insurance may not cover you fully or at all.

An additional premium for these changes may be applied and we have the right to consent or decline these changes.

#### **5. Other Insurance**

The Insurer shall not be liable to pay more than its rateable proportion (subject to the applicable policy limits) if, upon the occurrence of an accident, injury, damage or loss covered by this Policy there exists any other insurance or indemnity of any nature whatsoever covering the same, regardless of whether or not effected by you.

## 6. Cancellation

### 1. Cancellation by Us

We may cancel this policy with 10 days notice by sending a registered letter to your last known address. We will refund a proportionate part of the premium for the unexpired period of Insurance, provided you have not claimed and there is no incident likely to result in a claim (Including Windscreen Claims) under the policy during the current period of insurance. In addition you must return the certificate of motor insurance and the Insurance Disc.

### 2. Cancellation by You

You may cancel this policy at any time by returning your Certificate of Insurance and Insurance Disc to us. Provided you have not claimed and there is no incident likely to result in a claim under the policy during the current period of insurance (Including Windscreen Claims), you will be entitled to a return of premium after the administration charge is applied provided the refund due to you amounts to at least €15.00

If you cancel your policy within the first year of insurance, the refund will be based on short - period rates which are outlined in the table below.

<b>If the Policy is cancelled</b>	<b>Proportion of Premium Refunded</b>
within first 14 days	Refer to Condition 2 - Cooling off Period
1 month	75%
2 months	70%
3 months	60%
4 months	50%
5 months	40%
6 months	30%
7 months	20%
8 months	10%
9 months	0%
Over 9 months	0%

Any cancellation by either the Insurer or the Insured shall be without prejudice to any rights or claims of the Insurer or the Insured arising prior to the expiration of such notice of cancellation.

No refund will be made, which is less than €15 after we charge the administration fee.

## 7. Refunds/Charges

A refund of premium is only paid where no claims have arisen, been notified and no claim(s) are being dealt with during the current period of insurance. We reserve the right to charge an administration fee of up to €40 for each administrative transaction. We will not charge you for additional premiums of less than €15.00 (including any administration charges) nor refund you return premiums of less than €15.00 (including any administration charges).

## 8. Care of Vehicle

You shall take all reasonable steps to safeguard the insured vehicle (and any towed trailer/ caravan/ animal box) against loss, theft, damage or breakdown and must also maintain them in an efficient and roadworthy condition at all times including (but not limited to) ensuring all tyres are above the legal tread depth at all times.

No cover applies under the policy where the Insured fails to avoid loss or damage and/or to take all reasonable steps to protect the insured vehicle where a weather warning has been issued.

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/UK MOT certificate.

**N.B. We must be notified immediately if the insured vehicle ever fails a NCT/UK MOT test.**

At all times, we shall have free access to examine the insured vehicle.

## 9. Vehicle Sharing

Cover extends to include carrying passengers for social or similar purposes whilst receiving a contribution, but only where no element of profit is involved and provided the Insured Vehicle is not adapted/constructed to carry more than 4 passengers (excluding the driver) and the passengers are not being carried for hire and reward purposes. No cover applies in respect of involvement with any ride-sharing entity (e.g. UBER, CARMA, etc.) or associated company.

## 10. Arbitration

Any difference under this policy shall be referred to arbitration in accordance with the statutory conditions currently in force and the making of an award shall be a condition precedent to any right of action against the Insurer. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of liability shall be deemed to have been abandoned and not recoverable.

## **I 1. Disclosure of Penalty Points**

If you, or any person whose driving is covered under this policy, are convicted of an offence or if penalty points are imposed and/or possibly pending under the Road Traffic Acts, same must be disclosed at the time of: inception of the policy, making an amendment to your policy or before the next renewal of the policy, whichever is the soonest. The information required to be disclosed includes: the offence, the number of penalty points (if any), the date same were imposed, the driving licence details of the person to whom the penalty points apply. **N.B. Where penalty points and/or convictions are not disclosed, any claim made may be turned down, or at our option, we will separately deduct the first €2,500 of any claim brought under Sections I & also under Section 2 and 3 (where applicable).**

## **I 2. Transfer of Interest**

This Policy is not assignable nor transferable in any circumstances unless written approval has been obtained from us.

## **I 3. Laws relating to Compulsory Insurance**

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 affecting the right of any person to recover any amount under or by virtue of the provisions of Section 76 of the said Act and you shall repay to us any amount which we would not have been liable to pay but for the provisions of this law.

## **I 4. Fraud or Exaggerated Claims**

If any claim, whether past, current or future (or any element of claim) made by you or any person acting on your behalf under this policy is in any respect fraudulent, false or incomplete, all benefits under the policy will be forfeit and any expenses incurred by us will be recoverable from you in full. In addition, your policy will be cancelled and any premiums paid will not be refunded.

## **I 5. Drink/Drugs Clause**

If, as a result of any occurrence, any person driving is convicted of any offence involving driving under the influence of alcohol or drugs, contrary to the laws of the country in which that person is convicted, our liability under the policy will be limited to the minimum insurance cover as required by law and we reserve the right to seek recovery of any monies paid to third parties and/or under the policy.

Where a prosecution is under consideration or pending for any such offence, we may, at our option, delay the payment of any claim until the prosecution has been fully determined.

## **I 6. Instalment Default**

Where payment of the premium has been arranged under a separate credit agreement and has been agreed by the Insured, any default in payment on the due date other than that which is outside of your control, will automatically terminate the policy cover immediately from the date of such default.



## **17. Currency**

All money paid under this policy will be paid in Euros.

## **18. Insurance Act 1936**

All monies which become or may become payable under this Policy shall be in accordance with Section 93 of the Insurance Act 1936 be payable and paid in Ireland.

## **19. Stamp Duty**

The appropriate Stamp Duty will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999, as amended.

## **SECTION 8 - GENERAL EXCEPTIONS**

### **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/Statement of Fact;
  - 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**
  - i) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever or any injury resulting or arising therefrom or any indirect loss.
  - ii) Depreciation of any nature.
  - iii) Any loss, damage or injury arising from a deliberate act or omission on the part of the Insured or any Named Driver under the policy.
  
- 5** Any legal liability of whatsoever nature directly or indirectly caused by or contributed to, by, or arising from:
  - i) ionising radiations or contamination by radioactivity from an irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - ii) 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** The Insurer will not pay for any liability, loss or damage resulting from pollution or contamination however caused, other than as required by the law of any country in which the Insurer has agreed to provide cover under this policy.

- 8** Loss or destruction or damage under Section 2 – Loss or Damage to Your Car 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.

## **11 FINANCIAL SANCTIONS MEASURES**

Bump Insurance, acting on behalf of the Insurer, will not be liable to arrange cover under this policy where prevented from doing so by any financial sanctions measures including any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America and which prohibit us, the Underwriter; the Underwriter's parent company (or the Underwriter's parent company's ultimate controlling entity) from providing cover under this policy.

Financial sanctions measures change from time to time and can prohibit the transfer of funds to a sanctioned country, freeze the assets of a government, the corporate entities and residents of a sanctioned country, or freeze the assets of specific individuals or corporate entities. This means that if you, or any third party who has suffered a loss, which would otherwise be covered under the policy, are the subject of a financial sanctions measure, cover will not be provided cover under the policy.

## **SECTION 9 – ENDORSEMENTS**

**EACH OF THESE ENDORSEMENTS IS ONLY APPLICABLE IF SHOWN AS BEING OPERATIVE IN THE SCHEDULE**

### **ENDORSEMENT 1 - ACCIDENTAL DAMAGE EXCESS**

The Insurer's 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 Schedule.

### **ENDORSEMENT 2 - YOUNG DRIVERS EXCESS**

Where the driver of the Insured Vehicle, named on the Certificate of Motor Insurance is aged below 25 years on the date of the accident, the Insurer's 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 shown in the Schedule, in addition to any other applicable policy excesses.

### **ENDORSEMENT 3 - THIRD PARTY EXCESS**

The Insurer's liability for each and every claim under Section 1 - Liability to Third Parties also shall be reduced by the amount of the Third Party excess amount shown in the Schedule in addition to other applicable policy excesses.

### **ENDORSEMENT 4 - ALL SECTIONS EXCESS**

The Insurer's liability for each and every claim under Section 1 & 2 shall be reduced by the amount of the Compulsory Accidental Damage Excess plus the amount as shown in the Schedule.

### **ENDORSEMENT 5 - WINDSCREEN COVER**

The Insurer will indemnify you against accidental breakage of glass in the windscreen or windows of the insured vehicle or any scratching of body work to same resulting solely and directly from such breakage, for an amount not exceeding €400 provided a Bump Insurance approved repairer is used, otherwise the maximum payable in respect of replacement will be limited to €200 and €50 in respect of repairs. Damage to sun-roofs and all mirrors is excluded.

Two claims within the period of insurance under this extension, will not affect your entitlement to a No Claims Discount and furthermore the Policy Excess clause will not apply. Where more than two claims under this section are paid, your entitlement to a No Claims Discount will be affected.

### **ENDORSEMENT 6 - LEGAL ASSISTANCE (Automatically included with all types of cover)**

This part of your cover is provided and serviced by DAS Legal Expenses Insurance Company. Separate terms and conditions apply and are set out in the following:

contract dispute, need legal advice or need help with motoring emergencies, DAS are here to help you 24 hours a day, 365 days a year.

If you require assistance, please contact the appropriate Helpline telephone no. below:

<b>CLAIMS HELPLINE:</b>	<b>01 670 7470</b>
<b>LEGAL ADVICE HELPLINE:</b>	<b>1850 670747</b>
<b>COUNSELLING HELPLINE:</b>	<b>1850 670407</b>
<b>COMPLAINTS:</b>	<b>01 670 7470</b>

**PLEASE NOTE THAT ALL CALLS MADE TO AND FROM DAS IRELAND (APART FROM THOSE TO THE COUNSELLING HELPLINE) ARE RECORDED FOR TRAINING AND QUALITY PURPOSES.**

It will help you if you keep the following points in mind:

### **After a motor accident**

If you are involved in an accident, remember to write down as many details as possible, including the names and addresses of anyone who may have seen the accident. Let DAS have this information as soon as you can, either by giving it to your insurance adviser or by sending it to us at the address opposite.

If you are not sure what to do after an accident, call Das' Legal Advice Service.

### **If your vehicle cannot be driven**

If your vehicle cannot be driven after an accident, DAS' Drivers' Assistance Service can arrange for a garage to take it to a place you choose. You will have to pay the towing costs, so remember that most motor insurers only give cover for towing to a nearby garage. However, if the accident was not your fault, DAS can usually recover the towing costs as part of your claim for uninsured losses.

### **How DAS help you**

Once DAS have accepted your claim, DAS aim to recover your uninsured losses from the other person who caused the accident. Uninsured losses could include the cost of repairing or replacing your vehicle, your motor insurance policy excess, compensation following injury or other out-of-pocket expenses.

DAS normally recover your uninsured losses or deal with motor contract disputes by appointing a solicitor to handle your claim. In most cases, DAS will choose the appointed solicitor for you. Claims outside the Republic of Ireland may be dealt with by DAS offices elsewhere in Europe.

**If you are prosecuted for a motoring offence, DAS will appoint a solicitor to represent you.**

**Send your claim to:**

**DAS Legal Expenses Insurance Company Limited, Europa House, Harcourt Centre, Harcourt Street, Dublin 2.**

**Telephone: 01 670 7470; Fax: 01 670 7473.**

### **When DAS cannot help**

DAS will not be able to help you if we think there is little chance of recovering your uninsured losses or winning a case. Please do not ask for help from a solicitor before DAS have agreed. If you do, DAS will not pay the costs involved.

DAS will always try to give you a quality service. If you think DAS have let you down, please write to DAS' Operations Manager at DAS Legal Expenses Insurance Company Limited, Europa House, Harcourt Centre, Harcourt Street, Dublin 2.

Or you can phone DAS on 01 670 7470 or email DAS at [customerrelations@das.ie](mailto:customerrelations@das.ie)  
Details of DAS' internal complaint handling procedures are available on request.

If you are still not happy you can contact the **Financial Services and Pensions Ombudsman**, Lincoln House, Lincoln Place, Dublin 2, D02 VH29 (If you use this service it does not affect your right to take legal action) **Phone +353 (0)1 567 7000**

### **DAS' Head and Registered Office is:**

DAS Ireland is a branch office of DAS Legal Expenses Insurance Company Limited, having its registered office at DAS House, Quay Side, Temple Back, Bristol BS1 6NH, registered in England and Wales, number 103274. DAS Legal Expenses Insurance Company Limited is authorised and regulated by the Financial Services Authority and is subject to the Central Bank of Ireland's conduct of business requirements. The regulatory system which applies in Ireland is different to that which applies in the UK.

DAS agree to provide the insurance in this policy, keeping to the terms, conditions and exclusions as long as:

- the date of occurrence of the insured incident happens during the period of insurance and within the territorial limit; and
- any legal proceedings will be dealt with by a court or other body which DAS agree to in the territorial limit; and
- in civil claims it is always more likely than not an insured person will recover damages (or other legal remedy) or make a successful defence.

## **THE MEANING OF WORDS RELATING TO THIS ENDORSEMENT**

### **We, Us, Our, DAS**

DAS Legal Expenses Insurance Company Limited.

### **You, Your**

The Person who has taken out this policy.

### **Insured Person**

You, and any passenger or driver who is in or on the insured vehicle with your permission. Anyone claiming under this policy must have your agreement to claim.

## **Insured vehicle**

The vehicle (below 7.5 tonnes total vehicle weight) specified in the motor insurance policy issued with this policy. It also includes any caravan or trailer attached to this vehicle.

## **Representative**

The lawyer, accountant or other suitably qualified person, who has been appointed by us to act for an insured person in accordance with the terms of this policy.

## **Period of insurance**

The period for which we have agreed to cover an insured person.

## **Date of occurrence**

The date of occurrence is the date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same originating cause, then the date of occurrence is the date of the first of these events.

## **Costs and Expenses**

- (a) Legal costs All reasonable and necessary costs chargeable by the representative on a party/party basis.
- (b) Accountants costs All reasonable and necessary costs reasonably incurred by the representative.
- (c) Opponents' costs Costs incurred by opponents in civil cases if an insured person has been ordered to pay them, or pays them with our agreement.

## **Territorial limit**

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland, and Turkey. For all other insured incidents the Republic of Ireland.

## **Insured incidents**

We will negotiate for the following.

### **1) ACCIDENT LOSS RECOVERY AND PERSONAL INJURY**

To recover an insured person's uninsured losses and costs after an event which:

- a) causes damage to the insured vehicle or to personal property in it; or
- b) injures or kills an insured person while he or she is in or on the insured vehicle; or
- c) injures or kills you while you are driving another motor car or motor cycle; or
- d) injures or kills you or any member of your family (who always live with you) as a passenger in a motor vehicle, a cyclist or a pedestrian.

### **2) MOTOR LEGAL DEFENCE**

To defend an insured person's legal rights if an event leads to the prosecution of an insured person for an offence connected with the use or driving of an insured vehicle, but not a parking offence or an offence which suggests dishonesty by the insured person.

## **WHAT IS COVERED**

If a representative is appointed by us, we will pay the legal costs for insured incidents under Motor Legal Protection. For insured incidents involving the death of or injury to an insured person we will pay the application fee required by the Injuries Board (IB). For all insured incidents we will help in appealing or defending an appeal provided that the insured person tells us that he or she wants us to appeal within the time limits allowed.

Before we pay any legal costs for appeals, we must agree that it is more likely than not that the appeal will succeed. The most we will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is €130,000.

## **WHAT IS NOT COVERED BY THIS POLICY**

- 1) Any claim reported to us more than 180 days after the date an insured person should have known about the insured incident.
- 2) Any costs and expenses that are incurred before we agree to pay them.
- 3) The insured vehicle being used by anyone who does not have valid motor insurance.
- 4) Fines, damages or other penalties which an insured person is ordered to pay by a court or other authority.
- 5) Any claim relating to the settlement payable under an insurance policy.
- 6) The use of an insured vehicle by an insured person for hire or reward or in connection with the motor trade.
- 7) Any claim caused by, contributed to, or arising from:
  - a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
  - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
  - c) war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
  - d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 8) Any disagreement with us that is not in Condition 7.
- 9) The cost of obtaining a medical report when registering a claim with the personal injury assessment board.
- 10) Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
- 11) Any legal action an insured person takes which we or the representative have not agreed to or where the insured person does anything that hinders us or the representative.



## CONDITIONS WHICH APPLY TO THE WHOLE POLICY

- 1) An insured person must:
  - a) keep to the terms and conditions of this policy;
  - b) try to prevent anything happening that may cause a claim;
  - c) take reasonable steps to keep any amount we have to pay as low as possible;
  - d) send everything we ask for, in writing;
  - e) give us full details, in writing, of any claim as soon as possible and give us any information we need.
- 2) a) We can take over and conduct in the name of an insured person, any claim or legal proceedings at any time.

**We can negotiate any claim on behalf of an insured person.**

  - b) An insured person is free to choose a representative (by sending us a suitably qualified person's name and address) if:
    - i) we agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an insured person in those proceedings; or
    - ii) there is a conflict of interest.
    - iii) we may choose not to accept an insured person's choice, but only in exceptional circumstances. If there is a disagreement over the choice of representative in these circumstances, the insured person may choose another suitably qualified person.
  - c) In all circumstances except those in 2(b) above, we are free to choose a representative.
  - d) Any representative will be appointed by us to represent the insured person according to our standard terms of appointment. The representative must co-operate fully with us at all times.
  - e) We will have direct contact with the representative.
  - f) An insured person must co-operate fully with us and the representative and must keep us up to date with the progress of the claim.
  - g) An insured person must give the representative any instructions that we require.
- 3) a) An insured person must tell us if anyone offers to settle a claim.
  - b) If an insured person does not accept a reasonable offer to settle a claim, we may refuse to pay any further costs and expenses.
  - c) We may decide to pay the insured person the amount of damages that the insured person is claiming, or which is being claimed against them, instead of starting or continuing legal proceedings.
  - d) An insured person must tell the representative to have costs and expenses taxed, assessed or audited, if we ask for this.
  - e) An insured person must take every step to recover costs and expenses and IB application fee that we have to pay, and must pay us any costs and expenses and IB application fee that are recovered.

- 4) If the representative refuses to continue acting for an insured person with good reason, or if an insured person dismisses the representative without good reason, the cover we provide will end at once, unless we agree to appoint another representative.
- 5) If an insured person settles a claim or withdraws it without our agreement, or does not give suitable instructions to a representative, the cover we provide will end at once and we will be entitled to reclaim from you any costs and expenses we have paid.
- 6) If we and an insured person disagree about the choice of representative, or about the handling of a claim, we and the insured person can choose another suitably qualified person to decide the matter. We and the insured person must both agree to the choice of this person in writing. Failing this, we will ask the president of the Law Society of Ireland to choose a suitably qualified person. All costs of resolving the disagreement must be paid by the party whose argument is rejected.
- 7) We may, at our discretion, require the insured person to obtain, at their expense, an opinion from a lawyer, accountant or other suitably qualified person chosen by the insured person and us, on the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that an insured person will recover damages (or obtain any other legal remedy that we have agreed to) or make a successful defence, we will pay the cost of obtaining the opinion.
- 8) We can cancel this policy at any time as long as we tell you at least 14 days beforehand. You can cancel this policy at any time as long as you tell us at least 14 days beforehand.
- 9) We will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.

## **ENDORSEMENT 7 - BREAKDOWN MOTOR ASSISTANCE (Automatically included with all types of cover)**

This part of your cover is provided by MAPFRE ASISTENCIA trading as MAPFRE ASSISTANCE Agency Ireland, Ireland Assist House, 22-26 Prospect Hill, Galway - it is regulated in Spain, and is authorised to underwrite business in the Rep. of Ireland on a branch basis as an undertaking with its Head Office in another EU member state. It is subject to the Central Bank of Ireland's conduct of business rules. MAPFRE ASISTENCIA Agency Ireland is registered in Republic of Ireland. Reg No. 903874. Separate terms and conditions apply and are set out in the following:

### **THE MEANING OF WORDS RELATING TO THIS ENDORSEMENT**

#### **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 and is a resident of the Republic of Ireland.

#### **The Company/We/Mapfre/Mapfre Assistance**

Mapfre Asistencia Compania Internacional de Seguros Y Reaseguros. S.A. T/A Mapfre Assistance 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 the assistance is required.

## **Insured Car**

Any private car (not exceeding 3.5 tonnes total vehicle weight) and is 18 years or under at the time of taking this policy, which is currently insured in the Republic of Ireland and which is driven within the terms of the current Certificate of Motor Insurance relating to such car.

## **Territorial Limits**

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. The Insured is covered for the assistance services in this policy for **a maximum of two breakdowns during the period of cover** if the Insured has paid the premium, in such circumstances, or if the service is not provided for under the terms of the policy, the Company will try if the Insured's wish to arrange it at the Insured's expense. The terms of such assistance is a matter between the Insured and the Supplier.

## **Benefits**

Mapfre Assistance Agency Ireland will provide the following benefits: In the event of the insured vehicle being immobilised as a result of an accident 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 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:

Onwards transportation for the Insured and passengers home or to their intended destination within the territorial limits (maximum covered €31 person, €127 in total)

**Or**

Use of 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 & Breakfast, while repairs to

the Insured's vehicle are in progress, subject to a maximum value of €40 per person and €200 in total

**Or**

Transportation for the member to collect his/her car and/or reimbursement of any reasonable (public) transport charges incurred by the member in collecting his/her vehicle

**Message Relay** - We will pass on two urgent messages for you.

In the event of the Insured's vehicle, which has been reported to An Garda Síochána/ Police and to the Insurance Company, has been not recovered within 24 hours, the assistance company will provide a replacement car for up to five days (limited to Class A vehicle) until the Insured Vehicle is recovered, whichever is the soonest.

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.

**BREAKDOWN ASSISTANCE 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'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 Breakdown Assist line:

<b>REP. OF IRELAND</b>	<b>I 800 812 228</b>
<b>NORTHERN IRELAND</b>	<b>00 353 91 545972</b>

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 Assistance is responsible only for the cost of providing benefits available through Bump Insurance Breakdown Assistance. If you make your own arrangement you will not be reimbursed.**

## CUSTOMER CARE

In the unlikely event of a dispute occurring regarding this Policy you should, in the first instance, write to:

**General Manager,  
MAPFRE ASSISTANCE Agency Ireland,  
22-26 Prospect Hill, Galway.**

**Financial Services and  
Pensions Ombudsman  
Lincoln House,  
Lincoln Place,  
Dublin 2  
D02 VH29**

**OR  
Insurance Ireland,  
Insurance Centre,  
5 Harbourmaster Place,  
IFSC, Dublin 1.**

Should you remain dissatisfied, you may contact:

This procedure is in addition to any other legal rights you may have to take legal action.

## 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. 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.
3. In the event of cancellation of the policy by the Insured, no return of premium shall be allowed in respect of the Breakdown Assistance portion of the premium.
4. Territorial limits of cover is the island of Ireland.
5. To be eligible for assistance, the Insured shall hold a current Motor Insurance policy.
6. 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.
7. We may refuse assistance in circumstances where a driver is clearly intoxicated or under the influence of drugs or the vehicle is in an inaccessible or off road location or cannot be transported safely or legally without hindrance using a standard transporter/ equipment.
8. Cover is not applicable if your vehicle has been modified for or is taking part in racing, trails or rallying.
9. Your vehicle shall at all times be maintained in a good mechanical and roadworthy condition and be regularly serviced.
10. If we have to make a forced entry to the Insured vehicle because you are locked out, you must sign a declaration which states that our recovery agents will not be responsible for the damage.

11. The 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.
12. Vehicles eligible for assistance will be restricted to Private cars up to 3.5 tonnes in laden weight and are 18 years and under at the time of taking out this policy.  

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.
14. If you cancel an assistance, you are not eligible for another call out for that assistance.
15. We will use our best endeavours to recover your vehicle; however we cannot attempt to recover your 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 alternations to manufacturer's original vehicle ride height.
16. 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.
17. Under the relevant European Law, the parties to a proposed contract of insurance (MAPFRE ASSISTANCE Agency Ireland, the Insurer and you, the Proposer) are free to choose the law applicable to the contract. We propose that the Laws of the Republic of Ireland will apply to this contract. The Insurer with which your contract will be concluded is MAPFRE ASSISTANCE Agency Ireland which is established in Ireland. The EEA state for the purpose of this policy is the Republic of Ireland.
18. 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.
19. MAPFRE ASSISTANCE breakdown assistance cover is **limited to a maximum of 2 Assists in any 12 month policy term.**

**N.B. AFTER THE 2ND ASSIST, BREAKDOWN ASSISTANCE BECOMES VOID.**

## **EXCEPTIONS**

The 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 vehicle is carrying more passengers than that for which it was designed as stated in the Manufacturer's specifications or arising directly of the unreasonable driving of the Vehicle on unsuitable terrain.
4. for any accident or breakdown brought about by an avoidable or wilful or deliberate act committed by the Insured.

5. for the cost of repairing the vehicle other than outlined in the benefit, 'Labour' above.
6. for the cost of any parts, keys, lubricants, fluids or fuel required to restore a vehicle's mobility.
7. for any claim caused by fuels, mineral essences or other flammable materials, explosives or toxins transported in the vehicle.
8. for any breach of this section of the Policy or failure on our part to perform any obligation as a result of acts of God, 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 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.
11. for claims arising from loss of or damage to contents of your vehicle.
12. we do not cover punctures where no serviceable spare wheel or tyre is available.

## **DATA PROTECTION**

The information you provide about yourself and about third parties will remain confidential and may be used for the provision and administration of insurance products and related services. Such information may be disclosed in confidence for these purposes to agents or service providers appointed by MAPFRE ASSISTANCE, regulatory bodies, other insurance companies (directly or via a central register) and other MAPFRE Group companies. This information will be processed and held on our computers and manual records.

A person may request, in writing, a copy of details about himself/herself held by MAPFRE ASSISTANCE by sending a written request to the Data Protection Compliance Officer; MAPFRE ASSISTANCE Agency Ireland, Ireland Assist House, Prospect Hill, Galway together with the payment of the applicable fee (currently €6.35). There is also a right to correct any inaccuracies identified in the personal data we hold.

## **ENDORSEMENT 8 - CAR HIRE**

This part of your cover is provided by \* DAS Legal Expenses Insurance Company Limited. DAS Ireland is a branch office of DAS Legal Expenses Insurance Company Limited, having its registered office at DAS House, Quay Side, Temple Back, Bristol BS1 6NH, registered in England and Wales, number 103274. DAS Legal Expenses Insurance Company Limited is authorised and regulated by the Financial Services Authority and is subject to the Central Bank of Ireland's conduct of business requirements. The regulatory system which applies in Ireland is different to that which applies in the UK.

Separate terms and conditions apply and are set out in the following:

## **VEHICLE HIRE COSTS**

If your vehicle cannot be driven following a collision involving another vehicle, accidental damage, theft, attempted theft, fire or vandalism, (subject to availability) 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:-**

#### **We, Us, Our, DAS**

DAS Legal Expenses Insurance Company Limited.

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

#### **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 I 850 670 7470**



## **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 An Garda Síochána/Police.
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 An Garda Síochána/Police 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.

## **ENDORSEMENT 9 - INDEMNITY TO EMPLOYER**

It is agreed that in terms of and subject to the limitations of and for the purpose of Section I (Liability to Third Parties) of this Policy the Insurer will indemnify the Insured's Employer named in the Schedule against this endorsement number in the event of an accident occurring whilst any vehicle in respect of which indemnity is granted by this Policy (other than a vehicle belonging to such Employer) is being used by the within-named Insured upon the business of such Employer.

PROVIDED THAT

- (i) such Employer is not entitled to indemnity under any other Policy
- (ii) such Employer shall, as though he/she/they/it were the Insured, observe, fulfil and be subject to the terms, exceptions, conditions and endorsements of this Policy in so far as they can apply.

**ENDORSEMENT 10 - CONTAMINATED FUEL/  
LUBRICANT**

Damage to your insured vehicle and any subsequent loss arising from the use of or the filling of your insured vehicle with substandard or contaminated fuel, green diesel or lubricant is not covered.

## Section 10 – Complaints Procedure

At BUMP Insurance, we believe in providing quality products together with a high standard of service. If our service, which we provide on behalf of Insurers, fails to meet your expectations and you wish to make a complaint, either in relation to your policy or any aspect regarding the standard of our service, please see the following steps outlined below:

Any complaint can be notified by contacting your Insurance Intermediary or by contacting us directly at:

### **Customer Services Team**

**Bump Insurance**

**Galway Business Park**

**Dangan**

**Galway**

**Telephone: 00353 (91) 421111**

**Email: [info@bump.ie](mailto:info@bump.ie)**

If your complaint is in relation to a claim please contact our claims team directly at:

### **Claims Team**

**Bump Insurance**

**Galway Business Park**

**Dangan**

**Galway**

**Telephone: 00353 (91) 421111**

**Email: [claims@bump.ie](mailto:claims@bump.ie)**

Our complaints policy:

- We will acknowledge your complaint within five working days of receiving it.
- We will provide you with the name of the person or people who will be your point of contact for your complaint
- We will do our best to deal with your complaint as effectively and quickly as possible
- We will provide you with updates on the progress of the investigation into your complaint at least every 20 days
- We will use feedback from your complaint to improve our service
- We will attempt to investigate and resolve your complaint within 40 days of receiving it

If you are not satisfied with our decision or if we have not provided you with our final response within 40 business days you have the right to refer your complaint to the Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. (For further details see: [www.fspo.ie](http://www.fspo.ie))

Your right to take legal action is not affected by following any of the above procedures.

Any telephone calls made in connection with this Policy may be monitored for training and quality control purposes.

# Section II – Data Protection Notice

This Data Protection Notice contains the information you need to understand about how your personal data is used by the insurer and Intermediaries. If you would like more details, please see [www.gefioninsurance.com](http://www.gefioninsurance.com), [www.bump.ie](http://www.bump.ie) or contact us using the details outlined below

In this Data Protection Notice:

**Insurer** refers to Gefion Insurance A/S

**Intermediary** refers to Patrona Underwriting Limited trading as Bump Insurance who, arrange, and administer insurance and handle claims.

Together referred to as “we”, “us”, and “our”

**You / your** means the policyholder and any other person getting a benefit from this insurance policy such as an additional driver.

**Your data** means your personal data. Personal data means any data relating to an identified or identifiable living individual.

In order, to manage our business and provide our services to customers, we collect a certain amount of personal data. This Data Protection Notice sets out the basis on which we gather, use, process and disclose any of your data that we collect. We will use your data only for the purposes and manner set out below which describes the steps we take to ensure our processing of your data is, in compliance with the General Data Protection Regulation ((EU)2016/679) and any implementing legislation.

**Please read the following carefully to understand our use of your data.**

**Your Right to Object—Please note that you have a right to object to the processing of your data where that processing is carried out for our legitimate interests.**

## I. What Personal Data may we collect about you?

The types of data that are processed may include:

Category	Types of Data Collected
Individual details	Name, Address, gender, marital status, date of birth, marketing preferences, bank account details or payment card details, vehicle details, criminal convictions, penalty points, employer; job title and family details, including their relationship to you.
Identification details	Identification numbers issued by government bodies or agencies, including your driving licence number.
Credit and anti-fraud data	Credit and anti—fraud data such as credit history, credit score, sanctions and criminal offences, and information from various anti-fraud databases related to you.

Special categories of personal data and data related to criminal convictions and offences	Certain categories of personal data which have additional protection under EU data protection law. These categories are health (for example injuries and relevant pre-existing medical conditions) and relevant criminal convictions.
Claims information	Information about previous and current claims, (including other unrelated insurances).
Risk details	Information about you and your vehicle which we need to collect in order to assess the risk to be insured and provide a quote. This may include data relating to your health, relevant criminal convictions, or other special categories of personal data.

## 2. The Purposes of, and Legal Basis for, Processing Your Data

We hold, process and disclose your personal data in order; to provide you with insurance cover in accordance with our contract and to take steps at your request prior to entering into a contract. This includes using your personal data for:

- Quotation and Inception;
- Policy Administration;
- Claims Processing; and
- Renewals

We may use your data where:

- a) It is necessary for the performance of a contract to which you are party; or
- b) It is necessary to comply with our legal and regulatory obligations (for example, complying with reporting obligations to the Central Bank of Ireland or other applicable regulatory authorities.)
- c) It is necessary to support our legitimate interests in managing our business, including in connection with (i) the administration of the policy, (ii) improving our insurance products and services, (iii) prevention and detection of crime, (iv) statistical analysis, (v) transferring business, company sales and reorganisations; and (vi) obtaining reinsurance (including when reinsurers are decided whether to provide us with reinsurance cover; assessing and dealing with reinsurance claims and meeting their legal obligations); provided in each case that such interests are not overridden by your interests and rights; or
- d) You have consented to processing your data in such a way. You may withdraw your consent to such processing at any time.

Where you provide us with the personal data of third parties (e.g. named driver), you should take steps to inform the third party that you need to disclose their details to us, Identifying the insurer and intermediary. We will process their personal data in accordance with this Data Protection Notice.

## 3. Criminal Convictions

We may hold, use, disclose and process personal data relating to relevant criminal conviction and offences for the following purposes. (i) in order; to underwrite risk appropriate,

calculate a quote or policy renewal and risk assess any purpose who will be driving the insured vehicle (e.g. risk assessment), (ii) for fraud detection or prevention or (iii) where required for claims handling. We will only carry out such processing where it is authorised by European Union (EU) or Member State Law. This may or may not require your consent.

#### **4. Special Categories of Personal Data**

Special categories of personal data include data about health. We hold, use, disclose and process special categories of personal data where

- you have given us your explicit consent;
- the processing is necessary to protect your, or another person's vital interests;
- your personal data has been made widely publicly available by you;
- the processing is necessary for the establishment, exercise or defence of legal claims; or
- necessary for reasons of substantial public interest on the basis of law.

#### **5. Who We Share Your Information with**

In order, to provide insurance services and to comply with our legal obligations, it may be necessary for us to disclose your data to third parties, including without limitation to the following:

- Other parts of our business, our agents and third parties who provide services to us, your intermediary and other insurers, either directly or via those acting for the insurer;
- Regulatory and law enforcement bodies, including An Garda Síochána, where we are required to do;
- Legal, financial, medical and other professional advisors; and
- The insurers reinsurers brokers. Reinsurers will use your data to decide whether to provide reinsurance cover; assess and deal with reinsurance claims and to meet legal obligations. Reinsurers will keep your data for the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and third-party service providers, law enforcement and regulatory bodies.

Please see [www.gefioninsurance.com](http://www.gefioninsurance.com) for more detailed information on processing by the Insurers reinsurers and other parts of the Insurers groups.

#### **6. Transfer of Personal Data outside the EEA**

Your data may be transferred to and stored at a destination outside of the European Economic Area (EEA) for purposes described above (including, in particular, Switzerland, Bermuda and the US). Those countries may not provide an adequate level of protection in relation to your data.

To ensure your data does receive an adequate level of protection we have put in place the following safeguards to protect the privacy and integrity of it;

- **Model Clauses:** Standard clauses in our contracts with the third parties described above to ensure that any personal data leaving the EEA will be transferred in compliance with EU Data-Protection Law. A copy of our model clauses is available on request by using the contact details below and
- **EU/Swiss-U.S. Privacy Shield:** an agreement between the EU and the

governments of Switzerland and the US concerning the treatment of data concerning EU citizens. Some of our third parties may be certified under the EU/Swiss-US Privacy shield.

## **7. How Long we Keep Your Data**

We are required to ensure that your data is accurate and maintained in a secure environment for a period, of time no longer than necessary for the purposes for which we are processing it.

Information submitted for a quotation where you did not purchase our product may be retained by us for a period of up to 15 months from the date of the last quotation. Where you purchase our insurance product, information will be held for the duration of your insurance cover and a period of 7 years after the end of our relationship, which may include the conclusion of claims made under the policy. We keep information after our relationship ends in order; to comply with applicable laws and regulations and for use in connection with any legal claims.

## **8. Automated Decision Making**

You have a right not to be subjected to decisions based solely on automated processing, including profiling which produce legal effects concerning you or similarly significantly affects you. However, in certain circumstances, we are entitled to use automated decision-making and profiling. These cases are restricted to situations where the decision is necessary for entering into a contract or for administering that contract. (including deciding whether to insure you, what terms may apply and what the premium will be.), where it is authorised by law or where you have provided your explicit consent, which you may withdraw at any time. Where we base a decision on solely automated decision-making you will always be entitled to have a person review the decision so that you can contest it and put your point of view and circumstances forward.

## **9. Your Data Rights**

You have several rights in relation to your data. You a right to:

- Access a copy of your data held by us
- Request correction of your data if it is inaccurate or complete
- Request deletion of your data in certain circumstances
- Restrict our use of your data in certain circumstances
- Move (or port) your data which you have given us to process, on the basis, of your consent contact or for automated processing.
- Object to the processing of your data where our legal basis for processing it is our legitimate interests. In such a case we must stop processing your data unless we can demonstrate compelling legitimate interests which override your interests and you have a right to request information on the balancing test we use; and
- Not to be subject to a decision based on automated processing, including profiling which has legal or similar significant affects except as set out in Section 8 above.

There are some circumstances where these rights cannot be exercised, such as when the processing of data is necessary to comply with a legal obligation or for the exercise or defence of legal claims. If you wish to exercise any of these rights, please contact us using the details in section 11 below. We will respond to your request in writing, or orally if requested, as soon as we can and in any event within one month of your request. In exceptional cases, we may extend this period by two months, and if we do this we will tell you why. We may request proof of identification to verify your request.

## 10. Consequences of Failure to Provide Information

If we cannot collect or pass your data, we may not be able to provide you with, or administer, your insurance policy or deal with a claim.

If we ask for information and you do not wish to give it to us, or if you wish to withdraw consent to the use of your personal data, we will explain the consequences based on the specific information concerned including where it is a legal or contractual requirement that we use such data. Such consequences may include us refusing to provide you with an insurance policy. If you have any queries in respect of the consequences of not providing information or withdrawing your consent, please contact us using the details listed in Section 11.

## 11. Further Information

If you require any further information about how we use your data or if you want to exercise any of your rights under this Data protection Notice, please contact us as listed below:

<b>Insurer</b>	<b>Intermediary</b>
<p><b>Gefion Insurance A/S</b> Data Protection Officer Østergade 10, DK-1100 Copenhagen K Email: <a href="mailto:dpo@gefioninsurance.com">dpo@gefioninsurance.com</a> Tel: +45 7060 6900</p> <p>Gefion Insurance A/S is an insurance company authorised/licenced by the Finanstilsynet in Denmark and is regulated by the Central Bank of Ireland for conduct of business rules</p>	<p><b>Patrona Underwriting Limited</b> Data Protection Officer Patrona Underwriting Limited The Bushels Cornmarket Wexford Tel: +353 53 91 80300 Email: <a href="mailto:Info@Bump.ie">Info@Bump.ie</a></p>

## 12. Your Right to Complain to the ODPC

If you are not satisfied with our use of your data or our response to any request by you to exercise any of your rights in Section 9, you have the right to lodge a complaint with the Office of the Data protection commissioner. Please see the below contact details.

Data Protection Commissioner  
Canal House  
Station Road  
Portarlinton  
County Laois  
R32 AP23

Phone: +353 (0)761 104 800.  
E-Mail: [info@dataprotection.ie](mailto:info@dataprotection.ie)  
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## 13. Important Information about This Data Protection Notice

Each insurer and intermediary providing this data protection notice to you is a separate legal entity and separate data controller in respect of your data.











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Version 8