



# MotorCare **Policy**

## **Important Information**

Please read and keep safe



## MotorCare policy contents

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#### Aviva Insurance Ireland DAC

Aviva Insurance Ireland Designated Activity Company, trading as Aviva, is regulated by the Central Bank of Ireland. A private company limited by shares. Registered in Ireland No. 605769.  
Registered Office: Cherrywood Business Park, Dublin, Ireland, D18 W2P5.

# Special notes

## Important

Please let us know immediately, about any event which could lead to a claim. We are very proud of our claims service. We know that this is when you need us most and we provide a speedy and efficient service to make the process as easy as possible for you.

## Our Right of Recovery

If by law we have to make a payment that we would not otherwise have had to make, we may seek recovery of that outlay incurred from you and/or the driver of the vehicle.

## Accident Line

You can contact us 24 hours a day, 365 days a year on **1800 147 147** for help on all motor claims including windscreen damage claims.

## Aviva Motor Services

Aviva Motor Services is our nationwide panel of motor garages. When you use this service, the following benefits will apply:

- Free Courtesy Car – In the event of loss of or damage to your car, which results in a claim under your policy, you get a courtesy car for the duration of the repairs, up to a total of 7 days. In the event your car is a write off you get a courtesy car for up to 10 days;
- Tow-In-Service - if your car cannot be driven away from the scene of an accident, collection and re-delivery can be arranged;
- Guaranteed Repairs - on all work carried out by Aviva Motor Services for the duration the car remains registered in your name; and

- Cleaned Car Guarantee - your car will be returned to you clean, both inside and outside.

## Breakdown Rescue

Helpline number

**1 800 44 88 88** (this call is free)

or calling from Northern Ireland, England, Scotland or Wales

**01 612 102 113**

For full details of Breakdown Rescue cover, see page 27.

## Using your car abroad

We will automatically extend your policy to include the terms of endorsement PC69, providing full policy cover within the EU, for 31 days in any 'period of insurance', for your car.

The following cover does not apply when you are using your car abroad.

- **Driving other cars** under **Section 2 D** (page 19)
- **Section 6 – Breakdown Rescue.**

If you need a Green Card, we will give you one free of charge. Please contact us at least one week before your journey.

# Introduction

## Your policy and schedule

We have enclosed your policy schedule and Road Traffic Act certificates of insurance and discs separately. You should read these as one document together with your policy. The schedule shows your cover and any extra benefits or amendments, which may apply.

You have the right to cancel your policy in the 14 working days after the start date of the policy or the day on which you receive your policy documents, whichever is later. You need to return your certificate and disc to us so we can cancel the policy. We will work out the premium for the period we have been insuring you and refund the balance. If you cancel your policy within this 14 working day period you will not be subject to our short-period rates (please read the section 'Cancellation' on page 12 for more information).

## MotorCare policy

This policy booklet, the information you have provided, the schedule and the Certificate of Insurance, form the contract of insurance between you (the policyholder) and us (Aviva Insurance Ireland DAC). In return for your premium, we will provide the cover shown in the schedule for accident, injury, loss or damage that happens within the geographical limits during the period of insurance.

## The law which applies to the contract

Under European law and the law of the Republic of Ireland, you and we can choose the law which will apply to this contract. We propose that the law of the Republic of Ireland will apply. This insurance is provided by us, Aviva Insurance Ireland DAC.

## Complaints Procedure

We aim to give excellent service to all our customers; however, we recognise that things may occasionally go wrong. We will do our best to deal with your complaint as effectively and quickly as possible. If you arranged your policy through Aviva Direct Ireland Limited, you can direct your complaint to them by phone at 1800 33 55 77, by email: [direct@aviva.ie](mailto:direct@aviva.ie) or via the website [www.aviva.ie](http://www.aviva.ie). If your complaint relates to a claim, please let us know by: Phone 1800 147 147 or email at [claimcomplaints@aviva.com](mailto:claimcomplaints@aviva.com). You can also write to the Aviva Ireland Complaints Team - Aviva Insurance Ireland DAC, Cherrywood Business Park, Dublin, Ireland, D18 W2P5.

If you are not satisfied after receiving your final response letter from Aviva, you can make a complaint to the Financial Services and Pensions Ombudsman. See contact details below:

**Financial Services and Pensions Ombudsman ('FSPO')**, at Lincoln House, Lincoln Place, Dublin 2, D02 VH29.

Phone: 01 567 7000  
E-mail: [info@fspo.ie](mailto:info@fspo.ie)  
Website: [www.fspo.ie](http://www.fspo.ie)

You will not lose your right to take legal action if you contact the Financial Services and Pensions Ombudsman.

## **Insurance Act 1936 (Section 93)**

All money which is paid or may be paid by us to you under this policy will be paid in the Republic of Ireland.

## **Stamp Duties Consolidation Act 1999**

The appropriate stamp duty has been or will be paid in line with Section 5 of the Stamp Duties Consolidation Act 1999.

# Definitions

Throughout your policy documentation certain words have a specific meaning wherever they appear and we have defined these below.

## Bodily injury

Injury resulting directly from an accident caused by something violent and visible.

## Car

Any vehicle you have given us details of and which we describe under the heading of 'Vehicles or classes of vehicles, the use of which is covered' in the certificate we have given you and which is still in force.

## Certificate

The current document that proves you have the motor insurance you need by law. The certificate shows who can drive your car, what you can use it for and what cars you are allowed to drive. It is proof that you can use your car on a road or in any other public place, as needed by the Road Traffic Acts. The certificate does not show the cover you have.

## Endorsement

Changes in the terms of your policy. These are shown in your schedule and described in section 5 of your policy.

## Excess

The amount you will have to pay towards any claim.

## Loss of a limb (section 4)

Having a limb cut off or permanent loss of use of the limb at or above the wrist or ankle.

## Main driver

The person for whom the Private car is intended as their main vehicle and who is:

1. shown in the Statement of Fact as the main driver;
2. the primary driver of the Private car, which means the person who drives the Private car more often than any other person and;
3. responsible for the Private car insured under this policy.

## Named driver

A driver who is shown in the Statement of Fact as an additional Named driver and is a frequent user of the Private car but not the Main driver.

## Partner

Your partner or husband or wife, living at the same address as you and sharing financial responsibilities with you. This does not include any business partner or associate.

## Period of insurance

The period of time covered by this policy, as shown in the schedule, and any further period that we agree to insure you for.

### **Person insured (section 4)**

The person named in the schedule as being insured.

### **Private car**

Any vehicle built mainly for carrying passengers and taxed for private use only.

### **Schedule**

The document which gives details of the cover you have.

### **We, us, our**

Aviva Insurance Ireland DAC.

### **You, your**

The policyholder named in the schedule.

## Geographical limits

We will provide insurance as set out in this policy for events which may happen in the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man or the Channel Islands during any period of insurance.

## Insurance provided (see your policy schedule)

Depending on the terms, exceptions and conditions of this policy, the following sections will apply when cover is:

comprehensive - 1, 2, 3, 5 and 7

third party,

fire and theft - 1 (applies only for loss or damage to your car caused directly by fire, self-ignition, lightning, explosion, theft or attempted theft). Windscreen damage may not apply.  
2, 3(b), 5 and 7

If shown

in the policy

schedule - 4 and 6

## Car-sharing

When your car is being used for social or similar purposes to carry passengers and you receive contributions for this, we will not consider it to be using your car for hire or reward as long as:

- a your car is not built or adapted for more than eight passengers;
- b you are not carrying passengers as a business; and
- c the total contributions you receive do not mean you make a profit.

If you are not sure about your cover, please contact us.

## No-claims discount

We will reduce the renewal premium (apart from the amount we charge under section 4) according to the following scale if no claim is made or arises under this policy in the period of insurance.

| Period of insurance | Reduction |
|---------------------|-----------|
| One Year            | 10%       |
| Two Years           | 20%       |
| Three Years         | 30%       |
| Four Years          | 40%       |
| Five Years          | 50%       |

Any payment we make for fire or theft claims will not affect your no-claims discount.

You earn the no-claims discount on each car separately if you insure more than one car with us.

## Replacement lock cover

If the vehicle keys or lock transmitter of your vehicle is lost or stolen, we will pay for the cost of replacing:

- 1 the door locks and boot lock;
- 2 the ignition steering lock; and
- 3 the lock transmitter and central-locking interface.

However, you must prove to us that any person who may have your keys or transmitter is likely to know where you keep your car.

We will not take off the excess and your no-claims discount will not be affected if you claim under this section.

The most we will pay is €1000.

## Fire brigade charges

We will pay for charges made by a fire authority under the Fire Services Act 1981 to:

- control or put out a fire in your car (in circumstances which have given rise to a valid claim under your policy); and
- remove the driver or passengers from the car using cutting equipment.

The most we will pay is €1,000.

# General exceptions

We will not pay for the following except where it is necessary to meet the requirements of road traffic legislation.

- 1 Any accident, injury, loss, damage or liability which happens if any vehicle shown in the certificate is, at the time of the accident, being driven or used other than as allowed under the terms of the certificate.
- 2 Any liability you have under an agreement which you would not have if the agreement did not exist.
- 3 Any accident, injury, loss or damage (except under section 2) arising during or as a result of:
  - a an earthquake; or
  - b a riot or civil commotion happening elsewhere than in Ireland, Great Britain, the Isle of Man or the Channel Islands (unless you can prove that the loss, damage or injury was not caused by that riot or civil commotion).
- 4 Loss or damage (except under section 2) directly caused by pressure waves as a result of aircraft and other flying objects travelling at or above the speed of sound.
- 5 A
  - a Loss or damage to any property or any indirect loss or expense (consequential loss).
  - b Any legal liability directly or indirectly caused by, contributed to or arising from:
    - ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from burning nuclear fuel; or
    - the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear assembly or part of it.
- B Any consequence of war, revolution or a similar event.
- C Any consequence of an act of terrorism including any action taken to control or prevent an act of terrorism. Terrorism means an act or threat of force or violence by any person or group, whether acting alone or in connection with any organisation, whose intention is to influence any government or to place the public, or any section of the public, in fear.
- 6 Any accident, injury, loss, damage or liability which occurs where any person driving the car or any person using but not driving the car
  - a has at the time of the accident giving rise to the claim a breath blood or urine alcohol/drug level above the legal limit shown in the Road Traffic Acts and any further regulations; or
  - b is convicted of or has a prosecution pending for an offence under the Road Traffic Acts involving alcohol or drugs arising from the accident or the occasion giving rise to the claim.

7 Any liability arising directly or indirectly from or in connection with a cyber loss. For the purpose of this exclusion, cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with, any cyber act including but not limited to any action taken in controlling, preventing, suppressing or remediating any cyber act.

Cyber Act means a deliberate, unauthorised, malicious or criminal act or series of related deliberate unauthorised, malicious or criminal acts, regardless of time and place or the threat or hoax thereof involving access to, processing of, use of or operation of any computer system.

Computer System means any computer hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a computer system.

8 Any loss, damage, liability or expense of whatsoever nature where the provision of any payment in respect of such liability, loss, damage, cost, expense or any other benefit under this policy would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or any trade or economic sanctions laws or regulations, including those of the European Union, United Kingdom and United States of America.

# General conditions

## Keeping to policy conditions

- 1 You must keep to these conditions before we will make any payment under this policy.
  - a You are under a duty to answer all questions, which we ask, honestly and with reasonable care. The answers in any proposal, statement of fact, declaration and any other document provided by you to us for this insurance must be true and complete. Any proposal, statement of fact, declaration and any other document provided by you to us will form part of your contract with us.
  - b You or any other person on whose behalf payment is claimed must keep to the terms and conditions of this policy.
  - c You may lose all benefit and cover under this policy if, since the start date of the policy or your last renewal date (whichever is the latest), there is a material change in your circumstances (which includes any new circumstances or changes in circumstances which alter the subject matter of this policy or the nature of the risk underwritten). To ensure you are fully protected, please tell us immediately of any changes in respect of circumstances relating to you, the other drivers covered under this policy, your car or car insurance.
  - d Any person whose driving is covered by the terms of the certificate must hold a licence to drive that vehicle and must meet the conditions and any limits of the driving licence held or, if they have held a licence to drive that vehicle, must not have been disqualified from holding that licence.
  - e Any person whose driving is covered by the terms of the certificate must comply with any restriction, condition and limit on their driving licence including any restriction relating to the class of vehicle being driven or any other licence condition that may apply.
  - f Any learner permit holder whose driving is covered by the terms of the certificate must specifically comply with the requirement to be accompanied at all times by a full driving licence holder while the learner permit holder is driving. The learner permit holder must comply with all restrictions, conditions and limits of their learner permit as prescribed by the Road Traffic Acts and any other regulations, which apply to such learner permit holders while driving.
- 2 You or any other person we cover under paragraph 4 of the certificate must:
  - a let us know immediately about any event which may give rise to a claim under this policy with all the details we may need;
  - b let us know immediately if you become aware of any prosecution

## Claims

- 2 You or any other person we cover under paragraph 4 of the certificate must:
  - a let us know immediately about any event which may give rise to a claim under this policy with all the details we may need;
  - b let us know immediately if you become aware of any prosecution

- or inquest in connection with the event;
- c not admit, deny, negotiate or settle a claim without our written permission;
- d send us all documents, proof, information and any letter or legal summons or similar document we may reasonably need; and
- e co-operate fully with us in investigating and handling any claim.

**We may do the following.**

- a We may take over and carry out in your name (or that of any person defined as an 'insured person' under section 2 of this policy) legal proceedings to defend or settle any claim, or to prosecute in your name (or the name of another person) any claim for our own benefit. We will decide how any proceedings are carried out or how any claim is settled.
- b If we have to meet any legal liabilities under this insurance as a Road Traffic Act insurer, we have the right to ask you (or any other person) to repay us if you have not kept to the terms, conditions and exceptions of this policy.
- c If the law of any country in which this policy applies, or an agreement between insurers and government (for example, The Motor Insurers' Bureau of Ireland agreement) says we must make any payment on your behalf which we would not otherwise have paid, we have the right to:
  - get the amount back from you; or

- get the amount back from the person who was responsible; or
- get the amount back from both of you.

**Cancellation**

3 You may cancel this policy at any time by notifying us and returning your certificate of motor insurance and windscreen disc to us. As long as no claim has happened during the current period of insurance, we will work out the premium for the period for which we have insured you and refund any balance, provided that the refund due to you amounts to at least €20. We will not refund any premium if you have made a claim or if one has been made against you during the current period of insurance. If you pay your premium by monthly installments (direct debit) and you have made a claim, or one has been made against you, the balance of the annual premium will become payable to us upon cancellation.

If you cancel the policy during the first year, the refund will be based on our short-period rates.

| Short Period Rates                                       |   |
|--|---|
| Period for which policy cover operated in the first year | Percentage of yearly premium that could be refunded |
| Not more than 21 days                                    | 80%   |
| Not more than 1 month                                    | 70%   |
| Not more than 2 months                                   | 60%   |
| Not more than 3 months                                   | 50%   |
| Not more than 4 months                                   | 40%   |
| Not more than 5 months                                   | 30%   |
| Not more than 6 months                                   | 20%   |
| Not more than 7 months                                   | 10%   |
| 8 months or over   | 0%  |

We may cancel this policy by sending 10 days' notice by post to your last known address. You will then be entitled to a refund of part of your premium. If you wish to cancel your policy in the 14 working days after:

- the start of the policy; or
- the day on which you receive your policy documents;

whichever is later, please read the section 'Your policy and schedule' on page 4 for more information.

Under the terms of the Road Traffic Act, the certificate and windscreen disc for a car no longer insured must be returned to us within seven days. You must return the certificate to us before we refund any premium under this policy.

### Mid term alterations

- 4 If you make an alteration to your policy and this results in an adjustment in premium, we will not charge you for premium adjustments less than €20, nor will we refund you any premium amounts of less than €20.

### Fraud

- 5 You may lose all benefit under this policy if any claim is fraudulent in any way or if you or anyone acting on your behalf has used any type of fraud relating to this insurance policy (this includes exaggerating a claim, making a claim which is in any way false, or use of any false or stolen documents when making a claim). You may lose some or all benefit under this policy if you have not answered all questions, which we have asked, honestly and with reasonable care (including

any answers or information you have provided to us that may have affected our decision to provide cover or in calculating the policy premium) or if you have used any false or stolen documents in applying for the cover provided under this policy.

In the event of any fraud relating to this insurance policy we may cancel the policy and retain the premium paid.

### Duty to take care

- 6 You must take all reasonable steps to prevent accident, injury, loss or damage. While unattended, the car must not be left unlocked, or the keys to the ignition left with or in the car or windows or sunroof left open. You must ensure the car is kept in a roadworthy condition, which includes ensuring that the tread depth on your car tyres are within the legal limits and if required that your car has a current and valid National Car Test (NCT) certificate. You must ensure the car is properly compliant with all Road Traffic legislation at all times.

No cover operates under this policy where any accident, injury, loss, damage or liability occurs and any person driving the car or any person using but not driving the car

- a has at the time of the accident giving rise to the claim a breath blood or urine alcohol/drug level above the legal limit shown in the Road Traffic Acts and any further regulation; or
- b is convicted of or has a prosecution pending for an

offence under the Road Traffic Acts involving alcohol or drugs arising from the accident or the occasion giving rise to the claim; or

- c has not advised us of any convictions or any pending prosecutions of any nature.

If you do not comply with the Duty to take care condition and do not take all reasonable steps to prevent accident, injury, loss or damage

1. no cover operates under this policy; and
2. if we have to meet any legal liabilities under this insurance as a Road Traffic Act insurer, we have the right to ask you (or any other person) to repay us that outlay.

Personal belongings should be placed in the locked boot, glove box or closed storage compartment when your car is unattended. You must allow us to examine your car at any time.

## Arbitration

- 7 Any dispute between you and us (about our liability over a claim or the amount to be paid, where the amount of the claim is €5,000 or more) must be referred (within 12 months of the dispute arising) to an arbitrator appointed jointly by you and us. If you and we cannot agree on an arbitrator, the President of the Law Society of Ireland will decide on the arbitrator and the decision of that arbitrator will be final. We may not refer the dispute to arbitration without your consent

where the amount of the claim is less than €5,000. If you do not refer such a dispute to arbitration within 12 months, we will treat the claim as abandoned.

## Information or Changes we need to know about

- 8 You must immediately tell us about:
  1. any change or replacement of the car or if you sell or dispose of the car;
  2. a change to any driver that may drive the car;
  3. any change in the way the car is used;
  4. any change in the address at which the car is parked overnight;
  5. any modifications to the car;
  6. any change affecting ownership or the Main driver of the car, for example you must let us know immediately, if at any time, during the period of insurance:
    - a the Main driver of the car on cover under this policy changes;
    - b if you become the Main driver of another vehicle or
    - c if you are given access to a company vehicle.
7. any accident, loss or claim (excluding windscreen, fire and theft claims) made against you or any driver that may drive the car, that have not already been advised to us;

8. any convictions, offences, driving disqualifications or prosecutions pending of any nature (for example, but not limited to, fraud, theft or handling stolen goods) that are not considered a 'spent conviction' under the Criminal Justice (Spent Convictions and certain Disclosures) Act 2016 that have not already been advised to us;
9. any medical condition, that impairs any driver's ability to drive, that has not been advised to the National Driving Licence Service or that have not already been advised to us;
10. any changes to the current and valid driving licence, which each driver is required to hold, that prevents a driver from legally being allowed to drive in the Republic of Ireland.

If you don't give us full and correct information, or tell us about the above changes, we may refuse to pay all or part of a claim. Therefore, to ensure you are fully protected if you are unsure whether you need to tell us of a change in respect of your circumstances relating to your car or car insurance, please contact us immediately.

## Other insurance

- 9 a If at the time of any claim you have another insurance policy covering the same loss, damage or liability, we will pay only our share of the claim.
- b If at the time of any claim any other insured person (defined in section 2 - Liability to third parties) has another insurance policy covering the same loss, damage or liability, we will not pay any part of the claim.

# Events we insure

## Section 1 – Loss of or damage to the car

We will pay for loss of or damage to the car or any part of it (including electric vehicle charging cables/adapters) or its accessories (including Child Car Seats) and spare parts (whether on your car or in your private garage) and loss or damage while it is being transported by sea (including loading and unloading) between any ports in the territories covered by this policy

We may at our sole discretion:

- repair or replace the car or any part of it using a repair service of our choice; or
- pay a cash amount for the loss or damage to the car, not exceeding the amount our repair service states it would cost to repair or replace your car.

### Hire-purchase or contract-hire agreement

If we know that your car is covered by a hire-purchase or contract-hire agreement, we will pay any claim to the owner described in the agreement. We will then have no further liability for the payment.

### Towing charges

We will pay the reasonable cost of protecting and removing your car to a repair service of our choice if, as a result of any loss or damage insured under this section, you cannot drive the car. We will

also pay the reasonable cost of delivering it to you within the territories covered by this policy after the repair, replacement, reinstatement or recovery. In connection with a claim for loss of or damage to the car under this section we will pay the reasonable cost of storing your car up to a limit of €350 inclusive of VAT.

### New car replacement

We will replace your car with a new car of the same make and model (if a car is available in the Republic of Ireland) if:

- you are the original and only owner of your car from new; and
- within 12 months of first registering your car, it is stolen and not recovered or is lost or damaged (in a single accident) and the cost of the repair, reinstatement or replacement is more than 50% of the current Republic of Ireland list price of the car when new.

To take advantage of this benefit, you must insure the car for its full replacement cost for at least 12 months after first registering it.

### Electric vehicle charging point cover

If your car is an electric vehicle or a plug-in hybrid electric vehicle model, we will pay up to €600 for accidental damage to your electric vehicle charging point where

installed within the boundaries of your home, provided it isn't already covered by your home insurance.

We will not pay loss or damage:

- as a result of electrical breakdown;
- to charging points installed for commercial use;

## Exclusions to section 1

**We will not pay for:**

- 1 loss in value, wear and tear, mechanical, electrical or electronic breakdown;
- 2 damage to tyres by braking, punctures, cuts or bursts;
- 3 loss of use;
- 4 loss or damage over the current market value of the car at the time of the loss;
- 5 any amount over 5% of the insured value of the car, or €650, whichever is less, for loss or damage to radio, hi-fi, car-phone or CB radio equipment;
- 6 any modifications unless they form part of the manufacturers standard specification or are optional extras that we have agreed to cover;
- 7 any more than our share for loss or damage if, at the time of a claim, there is any other policy covering the loss or damage;
- 8 loss of or damage to the car where any person entitled to drive under the terms of the certificate or any person using but not driving the car
  - a) has at the time of the accident giving rise to the claim a breath, blood or urine alcohol/drug level above the legal limit shown in the Road Traffic Acts and any further regulations; or
  - b) is convicted of or has a prosecution pending for an offence under the Road Traffic Acts involving alcohol or drugs arising from the accident or the occasion giving rise to the claim;
- 9 loss of or damage to the car caused by incorrectly fuelling the car, the use of substandard or contaminated fuel, lubricants or parts;
- 10 any loss of or damage to the car, which does not arise from an accidental, sudden or unforeseen cause;
- 11 loss or damage arising from confiscation or destruction by or under order of An Garda Síochána or any public authority.

# Section 2 – Liability to third parties

We will pay:

- the full amount an insured person (or their legal personal representatives) may have to pay for being legally liable for a person's death or bodily injury; and
- up to a limit of €30,000,000 including costs and expenses, the amount an insured person (or their legal personal representatives) may have to pay for being legally liable for damage to property; arising as a result of an accident caused by or in connection with the car.

## A Definition of 'insured person'

For the purpose of insurance under this section the term 'insured person' means:

- 1 you;
- 2 any person entitled to drive under the terms of the certificate other than a person in the motor trade driving the car for purposes of overhaul, upkeep, or repair;
- 3 any person, with your permission, using but not driving the car for social, domestic and pleasure purposes;
- 4 any person, with your permission, who is in, getting into or getting out of the car;
- 5 the owner of the car (if you ask us); and

- 6 the employer or business partner of any person whose business use is covered by the terms of the certificate.

## B Legal costs

**We may pay the following legal costs if they relate to an incident which is covered under this section.**

- 1 The fees of solicitors asked to represent anyone we insure at a coroner's inquest or defence in any district court.
- 2 The costs of defence against a charge, under sub-section 2(A) of Section 53 of the Road Traffic Act 1961, of manslaughter or causing death or serious bodily harm by dangerous driving.
- 3 All other legal costs and expenses which are run up in defending any claim for bodily injury or damage to property arising as the result of an accident caused by or connected to the car and for which the insured person may be legally liable.

We will not be liable for any expenses you incur without our prior approval. You must have our written permission before we will make any payment.

### C Compulsory insurance in the European Union and other countries

We will extend the insurance under this section to give the minimum cover required by law relating to compulsory insurance for vehicles in any country which:

- is a member of the European Union; or
- has, according to the Commission of the European Union, made arrangements to meet Article 8(1) of the EC Directive on insurance of civil liabilities arising from the use of motor vehicles (number 2009/103/EC).

### D Driving other cars

We will pay:

- the full amount you may have to pay under this section for being legally liable for a person's death or bodily injury; and
- up to a limit of €30,000,000 the amount you may have to pay for damages and for the costs and expenses of the person claiming for damage to property;

as a result of an accident caused by or in connection with you driving any other Private car you do not own.

#### This cover will only apply if –

- 1 it is shown that this cover applies under Section 5(b) of your certificate of insurance;

- 2 you do not own the Private car or you have not hired the Private car under a hire-purchase agreement, contract of lease hire or contract hire;
- 3 the Private car is not owned by your employer or hired to them under a hire-purchase or lease agreement;
- 4 a current certificate of insurance has been issued and remains in force on the Private car being driven under the Driving other cars cover provided;
- 5 you have the consent of the owner to drive the Private car;
- 6 the Private car is being used within the limits of use shown in the current certificate of insurance;
- 7 you still own and insure your car under this policy and your car has not been damaged beyond economic repair;
- 8 the Private car is being driven within the geographical limits (Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man or the Channel Islands) of the policy;
- 9 the motor vehicle being driven is solely a Private car. This cover does not include the driving of any commercial vehicles, camper vehicles, vans, car-vans, vans adapted to carry passengers or vehicles used for hire or reward such as a taxi or a hackney car;
- 10 you have complied with the duty to take care condition as set out under the General conditions of the policy in respect of the Private car.

## E Unspecified detached trailers

We will, on behalf of the insured person (or their legal personal representatives), pay:

- the full amount they may have to pay under the Road Traffic Acts for being legally liable for a person's death or bodily injury; and
- up to a limit of €30,000,000 the amount they may have to pay under the Road Traffic Acts for damages and costs and expenses of the person claiming for damage to property;

for any detached single-axle trailer that weighs up to half a tonne when not loaded.

## Exclusions to section 2

**Unless we must do so under road traffic legislation, we will not pay:**

- 1 for damage to property owned by or in the possession or control of the insured person;
- 2 for death of or bodily injury to any person driving the car, or in charge of it for the purpose of driving it;
- 3 if the insured person has cover for the liability under another policy;
- 4 for bodily injury to any person arising out of and in the course of that person's employment by the insured person; or
- 5 for any loss, damage, liability or injury arising from caravans, mobile homes, trailer tents, boat trailers, and any trailer which includes machinery or other equipment.

# Section 3 – Medical expenses and emergency treatment

We will pay:

- A you for any accidental bodily injury suffered in direct connection with the car up to €200 for each person for medical expenses any occupant has to pay (including the driver of the car); and
- B the cost of emergency treatment for injuries caused by or arising out of using any motor vehicle which we cover under this policy if liability for that treatment arises under the Road Traffic Acts.

# Section 4 – JourneyWise accident cover

We will pay the following benefits for the events described.

|          |   |         |
|----------|---|---------|
| <b>a</b> | Death   | €26,000 |
| <b>b</b> | Total and permanent loss of sight in one or both eyes                                 | €26,000 |
| <b>c</b> | Loss of one or more limbs   | €26,000 |
| <b>d</b> | For each complete day you or they spend as an inpatient in hospital for up to 20 days | €130    |

We will pay benefits to any person insured who is injured:

- A while in, getting into or getting out of a private car;
- B while in, getting into or getting out of any train, bus, taxi, aircraft, boat, ship or hovercraft, but only as a fare-paying passenger; or

- C while as a pedestrian involving any road vehicle, train or aircraft.

The injury must be the only cause of death, loss of sight in one or both eyes or loss of a limb of the person insured.

## Notes

- 1 If you or any person insured dies, we will pay death benefit to the legal personal representatives.
- 2 The cover in this section applies worldwide.
- 3 If we pay benefit under this section, it does not affect your no-claims discount.

## Exclusions to section 4

### 1 We will not pay for any person insured:

- a taking part in racing, rallies, trials, speed-testing or motorcycling;
- b affected (temporarily or otherwise) by alcohol, drugs or solvent abuse;
- c having a breath, blood or urine alcohol level above the legal limit shown in the Road Traffic Acts and any further regulations;
- d claiming more than one of the amounts payable under the benefits a, b or c under this section in connection with the same accident; or
- e who lives permanently outside the Republic of Ireland.

### 2 We will not pay for death or bodily injury:

- a due to suicide or attempted suicide;
- b caused, prolonged or made worse by any illness or disability you had before the accident; or
- c which does not happen within six months of the date of the accident.

## Conditions which apply when settling claims under section 4

### Any person insured or their legal personal representatives must:

- a let us know as soon as possible after any accident which may give rise to a claim under this policy; and
- b produce any medical certificates and any other evidence which we may need and pay any costs involved in doing this.

### We will:

- a if any person insured dies, be entitled to have a post-mortem examination which we will pay for; and
- b have the right to ask any person insured to have a medical examination which we will pay for.

You cannot transfer to anyone else your rights to any benefit under this policy.

### When we have no further liability

When any person insured, or their legal personal representatives, receives any benefit we have paid, we will have no further liability under the policy.

# Section 5 – Endorsements

The endorsements in this section which are shown in your policy schedule will also apply.

## PC1

### **Driver qualification (Full EU or Full UK licence)**

In general condition **1d** we are replacing the words 'must hold a licence' with the words 'must hold a full EU or full UK licence'.

## PC2

### **Driver qualification (EU or UK licence – full or provisional)**

In general condition **1d** we are replacing the words 'must hold a licence' with the words 'must hold an EU or UK licence'.

## PC3

### **Driver qualification (Open driving – Option 1: 25-70 Full EU or Full UK licence)**

- a In general condition **1d** we are replacing the words 'must hold a licence' with the words 'must hold a full EU or full UK licence' for all drivers.
- b We will not provide cover under the policy while the car is being driven by (or is in the charge of, for the purpose of being driven by) any person who is under 25 or over 70 years of age.

## PC4

### **Driver qualification (Open driving – Option 2: 25-70 Full EU or Full UK licence plus named drivers)**

- a In general condition **1d** we are replacing the words 'must hold a

licence' with the words 'must hold a full EU or full UK licence' for all drivers except as shown in **c** below.

- b No cover operates under the policy while the car is being driven by (or is in the charge of, for the purpose of being driven by) any person who is under 25 or over 70 years of age unless that person is named in the schedule which is attached to this policy.
- c No cover operates under the policy while the car is being driven by (or is in the charge of, for the purpose of being driven by) any person who holds a provisional EU or provisional UK licence unless that person is named in the schedule which is attached to this policy.

## PC11

### **Excluding driving other cars**

We have cancelled clause D of section 2 of the policy headed 'Driving other cars'.

## PC12A

### **Automatic temporary substitution cover**

The definition of 'your Car' as outlined in your Policy, is extended to include:

Any private car up to 2000cc loaned to you, or a driver whose driving is covered on your certificate of motor insurance, by a registered garage or vehicle repairer for up to seven days whilst your Car, as described on your schedule and the use of which is covered in the certificate of motor insurance, is being serviced or repaired.

## **PC14**

### **Excess – accidental damage**

For each event under section 1 of the policy, we will not pay for the first amount (shown in the schedule as excess) we would otherwise pay for loss or damage to the car other than by fire, self-ignition, lightning, explosion or by theft or attempted theft.

Any amount in the schedule applies as well as any other amount (excess) for which we are not liable under this policy.

## **PC28**

### **Farmers**

We will not pay for damage to the car caused by the goods you are carrying.

## **PC69**

### **Foreign use**

This policy will apply for the period shown in the international motor insurance card (Green Card) we have issued for the car while it is in any of the countries the Green Card applies to or while being transported between any ports in those countries.

If you claim for a risk we insure, we will also cover any costs you have as a result of being forced to pay a customs duty or a Spanish Bail Bond.

## **PC71**

### **Windscreen damage**

We will extend the cover under this policy to pay for loss of or damage to the glass in your car's windscreen or any other car window (not including the sunroof or panoramic roof) and any scratching on the bodywork as a result of the breakage.

We may at our sole discretion either repair or replace the windscreen or pay a cash amount for the loss or damage. If you use our aligned windscreen repairers

(phone: 1800 147 147 for our current list of aligned repairers) for the replacement or repair, there is no limit. If you use any other windscreen repairer, there is a limit of €225 for any single event.

Any payment will not affect your no-claims discount (see page 9), and we will not ask you to pay any excess if you claim.

If the cover on your policy is Third party fire and theft, you must pay an extra premium for this cover.

**Please note** – for the purpose of the cover provided, glass includes the front windscreen, back and side windows but excludes any sunroofs, panoramic roof, mirrors and lights.

## **PC72**

### **Second car endorsement**

Your premium is calculated, subject to there being a second car in your household belonging to you or your partner, which is currently insured under a motor policy and the driving option on your policy is 'insured and partner'.

## **PC76**

### **Excess - accidental damage, fire and theft**

For each event under section 1 of the policy, we will not pay the first amount (shown in the schedule as excess) we would otherwise pay for loss or damage to the car.

Any amount in the schedule applies as well as any other amount (excess) for which we are not liable under this policy.

If you choose not to use one of our aligned repairers, for each event under section 1 of the policy, you will have to pay the first €1000.

## **PC99**

### **Special claims excess where you do not tell us about penalty points**

It is a condition of this policy that you let us know if any person who may drive the car under this policy has received penalty points on his or her licence.

If you do not keep to this condition, you will have to pay a policy excess of €2,500 as well as any existing policy excess. This means that we may not pay for at least the first €2,500 of any claim.

If we have to deal with a claim from a third party, we may want to recover the first €2,500 from you.

## **PC202 (B)**

### **Spare parts clause for Japanese or Far-Eastern imports**

For each event where replacement parts are needed to repair the car and the parts are not available or out of stock from the manufacturers' European representatives or agents, you must pay the cost of the replacement over the price shown in the latest maker's price list.

## **PC208**

### **Optional no-claim discount step-back**

If You make a single claim or one arises during any Period of insurance, We will reduce Your no-claims discount as follows:

- 50% to 20%
- 40% to 10%
- 30% or less to nil

Your no-claim discount is only protected on the policy on which this optional cover is purchased. This cover does not protect your premium from increasing in the event of a claim(s).

You must pay an extra premium for this cover

## **PC302**

### **Optional Protected no-claim discount with step-back**

You may make up to two unlimited claims in a three-year period without losing your no-claim discount. We will not take account of claims for windscreen breakage or fire or theft for the purposes of this endorsement. For subsequent claims, no-claim discount step-back applies (PC208).

Your no-claim discount is only protected on the policy on which this optional cover is purchased. This cover does not protect your premium from increasing in the event of a claim(s). You must pay an extra premium for this cover.

## **PC302A**

### **Optional Protected no-claim discount**

You may make up to two unlimited claims in a three-year period without losing your no-claim discount. We will not take account of claims for windscreen breakage or fire or theft for the purposes of this endorsement.

Your no-claim discount is only protected on the policy on which this optional cover is purchased. This cover does not protect your premium from increasing in the event of a claim(s). You must pay an extra premium for this cover.

When you have availed of the two claims in a three year period protection provided under this cover you will not qualify for further protected no-claim discount for at least three years from the following renewal.

**PCYD1 - Exclusion of accidental damage**

For each event under Section 1 of the policy, we will not pay for loss or damage to the car other than by fire, self-ignition, lightning, explosion or by theft or attempted theft while the car is being driven by or is under the direct control of any driver between the hours of 11pm and 6am.

# Section 6 – Breakdown Rescue

**We will pay for the following kinds of breakdown.**

Mechanical breakdown, fire, theft or attempted theft, malicious damage, punctures that need help to fix or to replace a wheel, lost keys, stolen keys and keys broken in the lock or locked in the car.

Cover applies in the 32 counties of Ireland and in England, Scotland and Wales.

However, we do not cover the benefits 'Finishing the journey' or 'Theft of your car' while your car is in England, Scotland or Wales (apart from as set out below).

**We will not be liable for any expenses you run up without our approval beforehand, or for expenses you run up without dialling the Freephone number first – 1 800 44 88 88 or calling from Northern Ireland, England, Scotland or Wales 01 612 102 113.**

**We are entitled to provide what we consider to be the most suitable benefit at the time you need the assistance. This is because not all options are always available to us at the time of the breakdown.**

The following benefits are available.

## 1 Roadside and driveway assistance

We will send a competent repairer to help you at the scene. If your vehicle can be repaired immediately, we will provide up to one hour's free labour. You must be with the car when the repairer arrives. If you are not with the car and we cannot help you, you must pay for any help you then need.

## 2 Towing

In the event you cannot drive the car as a result of a mechanical breakdown, we will cover the cost of towing the car using our roadside assistance network to the closest of either:

- the nearest motor garage; or
- your own garage;

In the event you cannot drive your car as a result of an event we insure under 'Section 1 - loss of or damage to the car', we will only cover the reasonable costs of protecting and removing the car through our roadside assistance network to a:

- repair service of our choice.

### 3a Finishing the journey in the 32 counties of Ireland

(Cover only applies when you are more than 30 kilometres from your home).

If repairs cannot be carried out at the scene, we will pay for:

- transport for you and your passengers to your intended destination; or
- a replacement car for up to 48 hours and transport back to collect your car when repaired; or
- bed-and-breakfast accommodation while you and your passengers are waiting for repairs to be finished (up to €35 for each person, and €150 in total).

### 3b Finishing the journey in England, Scotland or Wales

If the repairer is not able to carry out repairs at the scene of the breakdown, we will provide a replacement car for up to 48 hours. The most we will pay for this is £100.

If your car cannot be repaired before your departure date, we will pay for your car to be towed to the port in England, Scotland or Wales you are leaving from. The most we will pay for this is £250.

## 4 Theft of your car

If your car has been stolen and not recovered within 24 hours, we will provide a replacement car:

- for up to five days; or

- until your car is recovered; whichever is sooner.

This cover only applies in the 32 counties of Ireland. You must also report the theft to us and the Gardai immediately.

## 5 Electric vehicle out of charge recovery

Where your vehicle has run out of charge in the 32 counties of Ireland and in England, Scotland and Wales. during the period of insurance, we will arrange to either:

- charge your electric vehicle battery with enough power to get to a working charging point, or
- transport your vehicle to the nearest working charging point or premises owned by the principal policyholder, whichever is closer.

## If you have an accident

Only benefit number 2 applies if you have an accident.

## Messages

We will pass on up to two urgent messages on your behalf.

## Exclusions to section 6

We will not pay for the following.

- 1 Any liability or loss arising from any act carried out in providing the assistance service.
- 2 Expenses you can claim from any other source.

- 3 Any claim arising where the car is carrying more passengers or towing a greater weight than that it was designed for, or arising directly from unreasonable driving on an unsuitable surface.
- 4 Any accident or breakdown resulting from a deliberate act.
- 5 The costs of repairing the car, other than as described in the benefits section.
- 6 The costs of any parts, keys, lubricants, fluids or fuel needed to be able to drive the car again.
- 7 Any claim caused by fuels, oils or other flammable materials, explosives or toxins transported in the car.

## Limit of responsibility

We will not be responsible to you if we are not able to provide the services set out in this section.

The commercial conditions for hiring a replacement car apply. These conditions include, but are not limited to, the following.

- The driver must provide a full driving licence, which must be free of endorsements.
- The driver must provide a cash or credit-card deposit.
- The car must be returned to the pick-up point.

We will not be responsible to you if we fail to meet any of our responsibilities as a result of:

- government control, restrictions or prohibitions;
- any other act or failure to act of any public authority (including government), whether local, national or international;
- the fault of any supplier, agent or other person;
- labour disputes or difficulties; or
- any other event beyond our reasonable control.

# Section 7 – Personal belongings

We will pay up to €500 for any one event for any loss of or damage to personal belongings in the car caused by fire, accident or theft. We may, if you ask, pay the owner of the property directly. If we make a payment under this section, it will not affect your no-claims discount. Personal belongings may include but not limited to personal 'electronic' devices, handbags and its contents.

## Electric Car Charge Card

If you are an owner of an Electric or a plug-in hybrid car, we will cover the cost of replacing your electric car charge card in the car caused by fire, accident or theft. Cover is limited to the replacement cost of the charge card only.

## Child Equipment

We will pay for loss or damage to prams, buggies or carrycots in your car caused by fire, accident, or theft.

## Exclusions to section 7

We will not pay for loss or damage to:

- money, stamps, documents, or securities (such as share and premium bond certificates); or
- goods or samples carried in connection with any trade.
- If the Insured Vehicle is left unattended, any handbag or similar bag that is not concealed in a glove compartment or boot of the vehicle will be excluded

- If the insured vehicle has not been locked whilst unattended all covers under this section will be excluded.
- Theft of any push chairs, prams, buggies or carrycots if your car is left unattended unless they are locked in the boot of the insured vehicle.
- If the loss or damage is as a result of theft no payment will be made if there are no signs of forced entry to your car.



*For our joint protection, we may record and  
monitor phone calls.*

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