

# Car Insurance

Bank of Ireland 

For small steps, for big steps, for life





## MAKING A CLAIM

Our aim is to get your car back on the road as quickly as possible and as we believe that making a claim should be easy. Our Claims Assist Teams are available 24 hours a day, 365 days a year to assist you with your queries.

1. Telephone our Claims First Notification Line on 1890 608 608 to notify them of your claim. Our Claims Team will advise you what to do issue all appropriate documentation.
2. If you have Comprehensive cover you can use our Recommended Repairer Network. If your car cannot be driven or if it is disabled they will tow your car. This will safeguard the car from any further damage from vandals or against theft of parts. Repairs can commence immediately. If the Recommended Repairers are not used, obtain an estimate and advise us immediately and we will appoint an assessor if necessary.
3. When repairs have been completed pay any contribution for which you may be responsible (The Excess) and then take delivery of your car.

## HELPFUL NUMBERS

Claims	1890 608 608
Approved Windscreen Glass Repairer	1890 608 608

RSA is a registered business name of RSA Insurance Ireland Designated Activity Company (DAC). RSA Insurance Ireland DAC trading as RSA is regulated by the Central Bank of Ireland and registered in Ireland under number 148094 with registered office at RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16. The underwriter is RSA Insurance Ireland DAC which is a member of the RSA Group.

Tel: 1890 290 100. Outside Ireland Tel:+ 353 1 290 1000

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**IMPORTANT:** *The current Schedule shows the Sections of this Policy which apply.*

*Issued by RSA Insurance Ireland DAC,  
RSA House, Dundrum Town Centre, Sandymount Road, Dublin 16.*



# BANK OF IRELAND CAR INSURANCE POLICY

Thank you for choosing Bank of Ireland for your car insurance needs. Bank of Ireland Car Insurance is arranged by Bank of Ireland Insurance Services Limited. Bank of Ireland Insurance Services Limited is a member of the Bank of Ireland Group. Bank of Ireland Insurance Services Limited is regulated by the Central Bank of Ireland. Bank of Ireland Car Insurance is underwritten by RSA Insurance Ireland DAC. Bank of Ireland Insurance Services Limited is tied to RSA Insurance Ireland DAC for the purpose of selling Car Insurance.

## Important Notice

We are pleased to provide you with the following information of which you should be aware before concluding a contract of insurance with us.

Please read the entire Policy, Proposal Form, Schedule, the Certificate of Insurance and any other Endorsement or document which we may issue and inform us immediately if there are any errors, or if you are not happy with the Policy.

It is advisable to keep all insurance documents in a safe place for future reference.

We are committed to offering the highest standard of service to all our customers but, if you are not satisfied for any reason, please refer to the information below which outlines your options

## Customer Complaints procedure

We are committed to providing our customers with a high standard of service at all times. If you have a complaint in connection with company service, the details of your policy, perceived conflict of interest or treatment of a claim please contact Bank of Ireland Insurance Services Limited on 1890 608 608 immediately, or write to The Customer Services Manager at;

Bank of Ireland Insurance Services Limited  
PO Box 12888  
Dublin 17.

In the event of your complaint not being resolved to your satisfaction you may contact The Insurance Information Service, Insurance Ireland, Insurance Centre, 5 Harbourmaster Place, IFSC, Dublin 1, DOI E7E8. Telephone (01) 676 1820 or the Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29.

Telephone 1890 882 090 or (01) 662 0899.

## DEFINITIONS

<b>We/us/our</b>	RSA Insurance Ireland DAC
<b>You/your/ Insured</b>	The person named as the Insured on the Certificate of Insurance
<b>Your Car</b>	Your vehicle the registration number of which is shown on the Certificate of Insurance
<b>Certificate of Insurance</b>	This document is evidence of your motor insurance contract with us. It describes the vehicle covered under your Policy, drivers who may drive Your Car and the purposes for which the vehicle may be used. It also shows the Period of Cover
<b>Schedule</b>	This document shows the Sections of the Policy which apply and so describes the cover provided
<b>Period of Insurance</b>	The period for which we have accepted premium and issued a Certificate of Insurance
<b>Proposal Form</b>	The form signed by you and which describes you and details of the vehicle, drivers and all Material Information relevant to the cover requested
<b>Excess</b>	The amount you must pay towards a claim for loss of or damage to Your Car
<b>Inexperienced Driver</b>	A driver with a learner permit or provisional licence who has not reached the age of 25 years at the commencement of the Period of Insurance as shown on the current Schedule of Insurance
<b>Accessory</b>	Items offered as optional extras by the car manufacturer and permanently fitted to your car
<b>Material Fact/ Information</b>	Any information or detail relating to your insurance which would affect the premium or the cover under this Policy
<b>Road Traffic Acts</b>	The Road Traffic Acts of and from 1961, any amendments, replacements and subsequent related Statutory Instruments



<b>Persons Whose Liability is Covered</b>	<ul style="list-style-type: none"><li>a) You, The Insured</li><li>b) Any person specified as a person whose liability is covered in the effective Certificate of Insurance</li><li>c) Any passenger in, getting into or getting out of Your Car (but not the driver or any person in charge of the vehicle for the purpose of driving) solely in respect of liability incurred under the Policy</li></ul>
<b>Personal Effects</b>	Property normally worn, carried or used about the person in everyday use
<b>Pre Accident Value</b>	The market value of Your Car immediately before the incident but not exceeding any value declared to us by you prior to any loss or damage
<b>Territorial Limits</b>	Unless otherwise stated the cover provided by this Policy is in respect of incidents occurring in the Republic of Ireland Great Britain Northern Ireland the Isle of Man or the Channel Islands (or in the course of transit by sea or tunnel between any ports therein)

## UNDERSTANDING THE POLICY

The Schedule and Certificate of Insurance form part of this Policy and should be read in conjunction with this booklet to ensure that the cover provided meets your insurance needs.

The Sections covered under the Policy are shown on the Schedule.

The Policy sets out the extent of the cover and benefits provided. As with all insurance contracts there are Exceptions and Conditions which apply to the cover. The Policy also sets out RSA's and your rights and responsibilities.

Definitions of terms commonly used in this Policy have been included to assist you. Any other word or expression to which a particular meaning is given will have the same meaning wherever it appears in this Policy. If there is anything you do not understand or require to be clarified, please contact **Customer Service on 1890 608 608 immediately**.

The insurer that you have entered a contract with is RSA Insurance Ireland DAC.

All monies which are or may become due under this Policy will, in accordance with Section 93 of the Insurance Act 1936, be payable and paid in the Republic of Ireland. All monies which become due under the contract shall be paid in Euro currency amounts unless otherwise agreed by us.

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

### **Law applicable to Contract**

Under relevant European and Irish Law the parties to a proposed contract of insurance (we, RSA and you, the Insured) are free to choose the law applicable to that contract. We propose that Irish law will apply to this contract.

Communications between you and us about this Policy will be in English.

You and we agree the following:

1. The Proposal Form, and the information and Declaration contained in this document, are part of this contract
2. We will, for any Period of Insurance for which we accept premium and issue a Schedule provide insurance subject to the Terms and Exceptions and Conditions of this Policy for any accident, injury, loss or damage occurring in the Territorial Limits (unless otherwise stated)
3. Before we can make a payment under this Policy, the following conditions must be met:
  - The Insured, or any other person claiming indemnity, must, without exception, comply with the Terms and Conditions of this Policy

- The Premium must have been paid
- The statements and answers given in the Proposal Form and Declaration must be correct and complete to the best of your knowledge and belief. Any change in Material Information must have been notified to, received and accepted by us.

### **Duty of Disclosure**

The information provided by the Insured is shown in the Proposal Form. Please check that all of the information is accurate. If there are any errors please contact us immediately.

Your attention is drawn in particular to Condition 5 of this Policy. The cover granted and the premium calculated for your risk are based on the information provided by you. We must be told immediately of any change in the risk which materially affects this insurance. Failure to disclose all material information could invalidate the cover or result in the rejection of a claim.

Misrepresentation or non disclosure of a material fact in order to obtain insurance may be considered fraud. We may provide details of any such fraud to the appropriate authorities and this may result in prosecution

Signed on behalf of the Insurer

A handwritten signature in black ink, appearing to read 'Ken Norgrove', written over a horizontal line.

Ken Norgrove  
Chief Executive Officer  
**RSA Insurance Ireland DAC**

## Section I

### Legal Liability to Third Parties

#### 1. Indemnity

We will cover you or any Person whose Liability is Covered against legal liability for damages and claimants costs for:

- a) Death or Bodily Injury to any person (other than an Excepted Person)
- b) Damage to property up to a limit of €30 million in the event of any accident caused by or through or in connection with:
  - i) Your Car
  - ii) A trailer or disabled mechanically propelled vehicle which is attached to or being towed by Your Car as permitted by law
  - iii) Any detached single-axle trailer not exceeding one half tonne unladen weight but excluding caravans, mobile homes, trailer tents, boat trailers, and any trailer which incorporates machinery or other equipment

Provided that the person claiming indemnity (other than you, the Insured)

- i) is not entitled to indemnity under any other policy
- ii) has, as though they were the Insured, observed all of the Terms Exceptions and Conditions of the Policy.

#### 2. Driving Other Cars

If item 5(b) is shown on the effective Certificate of Insurance we will cover you under this Section while you are personally driving a vehicle described in item 5(b).

#### 3. Legal Personal Representatives

If any person dies and they have incurred any liability which is covered under this Section we will cover their legal personal representatives subject to the Terms Conditions and Exceptions of this Policy.

#### 4. Special Provision in respect of United Kingdom use

We will pay for emergency treatments as required by the Road Traffic Acts in respect of any incident arising while Your Car is being used in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

#### 5. Legal Costs

If an incident occurs which gives rise to a claim under this Section we will pay

- a) the solicitors fee for representation at any Coroners inquest in respect of any death
- b) the solicitors fee for defending any proceedings in a Court of Summary Jurisdiction
- c) the cost of legal services for defence in the event of proceedings being taken for manslaughter or dangerous driving causing death or serious bodily harm up to an amount of €5,000
- d) all other costs and expenses incurred with our written consent up to €7.5 million.

## 6. EU Extension

We will provide cover under this Section while Your Car is in any country within the European Union and any other country which is included by EU Directive (72/166/CEE Article 7).

The cover provided by this Sub Section complies with the compulsory insurance requirements of such countries or as required by the relevant Road Traffic Acts.

## 7. Fire Brigade

We will pay a fire authority any reasonable charge for which you are legally liable under the Fire Services Act 1981 in respect of any incident giving rise to a valid claim under this Policy.

Our maximum payment under this Policy will be €1,500 in total. Any payment made under this Section 1 will be deducted from any claim made for the same incident under Sections 2 or 4.

## Excepted Persons

We will not provide indemnity to any Person claiming under this Section 1 in respect of

- a) damage to any vehicle covered by this Policy or any property in or on the vehicle
- b) damage to property owned by or in the possession or custody or control of a Person Whose Liability is Covered
- c) any person claiming in respect of injury sustained while that person is a driver of or is in charge of a vehicle insured under this Policy for the purposes of driving.

In this Section any reference to a vehicle includes any trailer attachment or other vehicle connected to the vehicle described in the current Certificate of Insurance.

## Section 2

### Loss of or damage to Your Car by Fire or Theft

We will pay for any loss of or damage to Your Car and its Accessories and spare parts while they are in or on Your Car caused by fire, lightning, explosion, theft or attempted theft.

#### **Excess**

An Excess may apply to a claim under this Section. The amount of any Excess will be shown against this Section on the Schedule.

#### **Inexperienced Driver Excess**

The Excess shown on the Schedule against this Section is increased by €200 if the Your Car is being driven by or is in the charge of an Inexperienced Driver at the time of the loss.

## Section 3

### Windscreen Damage

We will pay for the cost of replacement or repair, if appropriate, of the windscreen or the glass in Your Car if the repair or replacement is carried out by a repairer approved by us. If you select an alternative repairer the maximum that we will pay is €225.

## Section 4

### Accidental Damage

We will pay for accidental damage to Your Car and its Accessories and spare parts while they are in or on Your Car.

#### **Excess**

An Excess will apply to any claim under this Section. The amount of this Excess is shown against this Section on the Schedule.

#### **Inexperienced Driver Excess**

The Excess shown on the Schedule against this Section is increased by €200 if the Your Car is being driven by or is in the charge of an Inexperienced Driver at the time of the loss.

## Clauses applicable to Sections 2, 3 and 4

- a) If Your Car is lost, or in our opinion is damaged beyond economical repair we may at our option arrange or authorise either
  - i) repair of Your Car or
  - ii) replacement of Your Car with a car of the same manufacture, model, condition and year of manufacture
 If we replace Your Car under this Clause we shall become entitled to possession and ownership of that car.
- b) If to our knowledge Your Car is the subject of a hire purchase leasing or contract hire agreement any payment shall be made in priority to the owner to the extent of the owner's legal entitlement.
- c) If Your Car is disabled by any loss or damage covered under this Policy we will pay for the reasonable cost of its protection and its removal to the nearest competent repairer. After repairs have been completed we will also pay for the redelivery of Your Car to your address as stated on the Certificate of Insurance.
- d) We may ask you to place Your Car in a safe place agreed by us pending its repair or disposal.
- e) Our maximum payment for any loss or damage under Section 2 or 4 will be the pre accident value of Your Car immediately preceding the incident but will not exceed any value declared to us prior to the loss.
- f) If any spare part is lost or damaged and we cannot get a replacement from stock in the Republic of Ireland we will pay the cost of this part as shown in the last price list issued by the manufacturer for use in the Republic of Ireland.
- g) If the damage to Your Car is contributed to or caused by it being driven through or into flood, submerged road or any body of water the Excess applicable to any such claim will be twice the amount shown on the current Schedule.
- h) We will pay a fire authority any reasonable charge for which the Insured is legally liable under the Fire Services Act 1981 in respect of any incident giving rise to a valid claim under this Policy.  
Our maximum payment under this Policy will be €1,500 in total. Any payment made under Section 2 or 4 will be deducted from any claim made for the same incident under Section 1 sub section 7 Fire Brigade.

## Exceptions to Section 2, 3 and 4

### We will not pay for

- a) loss of use, depreciation, wear, and tear, mechanical, electrical, electronic, or computer failures or breakdowns or breakages
- b) damage to tyres caused by the application of brakes or by road punctures cuts or bursts
- c) loss destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- d) any loss or damage in respect of Satellite Navigation equipment or games consoles and equipment
- e) loss or damage to radio or mobile telephones, their component parts or ancillary equipment
- f) loss or damage to audio equipment unless permanently fitted to Your Car as standard equipment by the manufacturer and included in the value of Your Car declared to and accepted by us
- g) replacement of locks of Your Car following loss of, damage to, or theft of keys or locking devices which occurs without the theft of Your Car
- h) theft and/or unauthorised taking of Your Car by any member of your family or any person who lives with you
- i) loss or damage due to theft or any attempted theft occurring while Your Car is unlocked and/or the keys or locking device were in the ignition or stored in the vehicle
- j) loss or damage to the engine or fuel systems of Your Car caused by contamination by or use of incorrect fuels
- k) loss or damage to the engine or fuel systems of Your Car caused by the lack of lubricant or oil
- l) loss or damage of Your Car as a result of deception or any fraudulent action by a purported purchaser or his or her agent
- m) the cost of parts in excess of the manufacturers list price as last published in the Republic of Ireland
- n) that part of the cost of any repair or replacement which improves Your Car beyond its condition or value before the loss or damage occurred
- o) any loss or damage arising from the confiscation of Your Car by or under order of any government, police authority, or public or local authority
- p) any loss or damage resulting to Your Car caused by the taking and/or returning of it to the legal owner
- q) any loss or damage arising from any deliberate act by any Person Whose Liability is Covered
- r) any additional cost of importing spare parts or accessories from outside the European Union.



## Section 5

### 5a Additional Protection

#### 1. Personal Protection

If You or your spouse or Civil Partner sustain an injury the benefits shown below will be paid provided the injury is sustained

- i) in direct connection with Your Car or
- ii) while getting into or getting out of any other private car which does not belong to you (nor hired or lent to you under a hire purchase agreement)

by violent accidental external and visible means and independent of any other cause and provided the loss occurs within 12 months of the incident

- |   |        |
|---|--------|
| i) Death  | €6,500 |
| ii) Total and irrecoverable loss of sight of one or both eyes                             | €6,500 |
| iii) Total loss by physical severance at or above the wrist or ankle of one or more limbs | €6,500 |

Payment will be made only under one item shown above in respect of any one event. Our total liability will not exceed €6,500 in any one Period of Insurance in respect of each person.

In the event of a payment in respect of Death, the payment will be made to the personal legal representatives of the deceased.

#### Exceptions

We will not pay under this sub section or Section 9 Personal Accident - Enhanced Benefit in respect of any death or injury

- a) arising out of suicide or attempted suicide
- b) if the person claiming indemnity is travelling in a vehicle the driver of which has consumed alcohol and or drugs to a level in excess of that permitted by law or has been convicted or has had a fixed penalty imposed in connection with the incident in which the injury giving rise to the loss was sustained.

If the only claim under your policy is in respect of payment under this sub section and for no other reason or loss your No Claims Discount will not be affected and no Excess will be deducted.

#### 2. New Car Replacement

If Your Car is lost and not recovered or damaged beyond economic repair by any cause covered under Section 2 or 4 of this Policy and provided this loss occurs within twelve months of its first registration as new by you, we may in lieu of making a monetary payment and with your permission and that of any other interested party known to us replace Your Car with a new vehicle of the same model and manufacture subject to availability.

### **3. Incorrect Fuel - Engine Decontamination**

If the engine of Your Car is damaged as a direct result of the use of incorrect fuel we will pay the cost of decontamination. The maximum amount which we will pay is €750. No payment will be made for replacement parts.

### **4. Motor Tax**

If Your Car is a total loss following an incident giving rise to a valid claim under this Policy and you are unable to recover the unexpired portion of any Motor Tax we will reimburse you this amount. If we make a payment under this sub section we will have the right to recover this amount, in your name, from any local authority.

### **5. Medical Expenses**

If any occupant of Your Car sustains an injury caused by external violent and visible means in direct connection with Your Car we will indemnify you against any liability in respect of medical expenses for treatment as a hospital inpatient.

The maximum we will pay is €100 per day per occupant up to a maximum of €1,000.

Any payment under this sub section will not affect Your No Claims Discount and no Excess will be deducted.

### **6. Temporary Replacement Car**

If Your Car is out of use as a result of loss or damage insured under this Policy we will pay you in respect of any outlay for hiring charges of a similar vehicle from a recognised self drive hire operator. The maximum amount we will pay is €200.

Cover under this sub section does not apply if the only damage to Your Car is windscreen or glass breakage or consequent scratching of bodywork.

The cover provided by this Policy does not automatically apply in respect of the hired car. Before driving the hired car you must transfer your insurance.

## 7. Personal Belongings

We will pay you or at your request the owner of the property for any loss or damage to rugs, clothing or Personal Effects while in or on Your Car provided that

- a) the damage or loss is due to fire theft attempted theft or accidental means
- b) the total amount paid in respect of any one occurrence will be €500
- c) payment to any person other than you will be made direct to that person
- d) in the event that the loss or damage is a result of theft or attempted theft force has been used to gain entry to Your Car.

## Exceptions

We will not pay for any loss of or damage to

- i) money stamps tickets documents or securities
- ii) goods or samples carried in connection with any trade or business
- iii) loss of or damage to radio telephones satellite navigation systems televisions or DVD/Video recorders, ipods, ipads, tablets or similar and their component parts or ancillary equipment or part
- iv) jewellery.

If the loss or damage under this sub section is caused by fire, theft or attempted theft and by no other cause your No Claims Discount will not be affected.

## 8. Replacement locks

We will pay up to €1,000 in total in respect of replacement locks or to reset electronic locking controls on Your Car if the keys to it are stolen from your permanent residence following violent forcible entry. You must report the break-in and theft of the keys to the Gardai or local police authority.

If the only payment made under this Policy arising is under this sub section and there is no other claim caused directly or indirectly from the same event your No Claims Discount will not be affected.

## 5b Additional Protection Plus

### 1. Additional Protection Increased Benefits

If 5a is also shown on the current Schedule of Insurance we will increase the maximum amount which we will pay under the sub sections shown in this table

Sub section	maximum payable increased to
6 - Temporary Replacement Car	€ 500
7 - Personal Belongings	€1,000
8 - Replacement Locks	€1,500

### 2. Child Seats

If loss or damage to a child seat or a booster seat is caused by fire, theft, attempted theft or by accidental means we will pay the cost of replacement of the seat provided that

- the seat is designed for use in a private car and has been used in accordance with the manufacturers specifications
- in the event that the loss or damage is a result of theft or attempted theft force has been used to gain entry to Your Car
- the loss or damage occurs in direct connection with an incident giving rise to a valid claim under this Policy.

If the loss or damage under this sub section is caused by fire, theft or attempted theft and by no other cause your No Claims Discount will not be affected.

### 3. Comprehensive Driving Other Cars

If item 5(b) is shown on current Certificate of Insurance and Section 4 is shown on the current Schedule of Insurance we will cover you under the terms of Sections 2, 3 and 4 while you are personally driving a vehicle as described in item 5(b) provided that

- the vehicles engine capacity is not greater than 2,500 cubic centimetres and the value does not exceed €50,000
- you have the owner's permission to drive the vehicle
- the vehicle has not been modified in any way
- the loss or damage occurs within the Republic of Ireland
- there is no other insurance in force which covers you to drive that vehicle.

Where such cover exists no payment will be made under this sub section irrespective of the cover provided by that other policy.

#### **4. Pre Accident Value - Enhanced Payment**

If Your Car is lost or is in our opinion damaged beyond economical repair we will pay €1,500 in addition to the Pre Accident Value provided that Your Car was registered by you as new and is no more than 3 years old at the time of the loss or damage.

If Your Car is replaced under the cover provided by Section 5a sub section 2 New Car Replacement no additional payment will be made under this sub section.

#### **5. Satellite Navigation and Games Equipment**

We will pay for loss or damage to satellite navigation equipment or games consoles and equipment permanently fitted to Your Car or temporarily removed from their permanent housing and concealed from sight in a locked boot or glove compartment. In the event that the loss or damage is a result of theft or attempted theft the cover under this sub section will apply provided that force has been used to gain entry to Your Car.

The maximum amount which we will pay is €1,000.

If the loss or damage under this sub section is caused by fire, theft or attempted theft and by no other cause your No Claims Discount will not be affected.

## Section 6 No Claims Discount

### Section 6a No Claims Discount

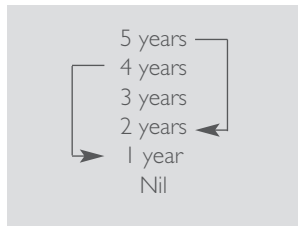
Provided no transfer of interest in this Policy has occurred and no claim has arisen during the Period of Insurance the renewal premium will be reduced by a No Claim Discount based on our five year scale.

If a claim arises during any Period of Insurance for which the premium has been reduced by a No Claim Discount the discount shall reduce to Nil.

### Section 6b Step Back No Claims Discount

If a claim arises during the Period of Insurance for which the premium has been reduced by a No Claim Discount the discount to be applied from the next renewal shall be reduced by the equivalent of three years on our scale.

If two or more claims arise during a single Period of Insurance the No Claim Discount shall reduce to Nil.



### Section 6c Protected No Claim Discount - One Claim in 3 Years (Unlimited)

If not more than one claim is made within a three year period prior to the renewal of the Policy the Step-back Clause will not be applied.

Where these limits are exceeded your No Claim Discount will be stepped back in accordance with 6b above.

No Claims Discount Protection shall not apply to any event that may give rise to a claim under this Policy if at the time of calculation of the No Claims Discount the claim or incident has not been finalised. If a claim or any incident that might result in a claim arises during any period of insurance the no claims discount will not be advanced at the next renewal.

## Clauses Applicable to Section 6

- a) If at the time of calculation of the No Claims Discount shown on the renewal invitation
- i) a claim has been notified to us but has not been finalised the discount will be reduced in accordance with subsection 6a, 6b or 6c whichever applies. If the claim is subsequently finalised without payment we will retrospectively apply the No Claims Discount and will return any difference in premium to you
  - ii) any claim in the Period of Insurance has been disregarded we may at our option treat any such claim as having occurred in the next Period of Insurance
- b) The following will not affect the No Claims Discount provided under sub sections 6a, 6b or 6c
- i) payment under Section 1 sub section 4 Special Provision in respect of United Kingdom use
  - ii) any payment under Section 3 Windscreen
  - iii) an incident involving a third party vehicle being driven by an uninsured driver where the identity of this driver is known
- c) In addition to b) above if 6b or 6c are shown on the current Schedule of Insurance the No Claims Discount will not be affected if the only payment made is under
- i) Section 2 Fire and Theft
  - ii) Section 5a sub section 1 - Personal Protection
  - iii) Section 5a sub section 5 - Medical Expenses
  - iv) Section 9 - Personal Protection Plus
- and if the loss or damage is caused directly by fire, theft or attempted theft
- v) Section 5a sub section 7 - Personal Effects
  - vi) Section 5a sub section 8 - Replacement Locks
  - vii) Section 5b sub section 2 - Child Seats
  - viii) Section 5b sub section 5 - Satellite Navigation and Games Equipment.

## Section 7

### Overseas Protection

If you use Your Car outside the Territorial Limits of the Policy the cover provided by Section 1 sub section 6 EU Extension will automatically apply.

#### **Fire, Theft, Windscreen and Accidental Damage**

The cover you have bought under Sections 2, 3 and 4 will apply while Your Car is in, or being transported between ports in, any Green Card Country for a single visit lasting up to a maximum of 45 days. If you claim for a risk we insure, we will also cover any costs you have as a result of being forced to pay customs duty.

You may request us to extend the length of this cover by calling us, and should we agree to extend the period of cover we may ask you to pay an additional premium.

A Green Card country is any country that is a member of the European Union or a country that has according to the Commission of the European Union made arrangements to meet Article 7 (2) of the EC Directive on insurance of civil liabilities arising from using motor vehicles (number 72/166/EEC) (as amended)



## Section 8

### Roadside Assistance

Roadside Assistance is a 24 hour emergency breakdown assistance service. It is there to assist you in your time of need.

The type of assistance provided depends on the options available to us and our service provider at the time of the request for assistance. You should be aware that the cover provided will be at the service providers discretion as not all options are available at all times. For example car hire may not be available in the early hours of the morning.

#### What to do?

Should you require assistance, please telephone the Roadside Assistance Helpline:  
 from Republic of Ireland 1800 806 809  
 from Northern Ireland 00 353 91 545961

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

If you need assistance because of the theft or attempted theft of Your Car, you must report it to the Gardai or appropriate police authority before we provide assistance.

We and our service providers are responsible only for the cost of providing benefits available through Roadside Assistance. If you make your own arrangements we will not pay any charge nor will we reimburse you for any payment you have made.

**Definitions relating to Section 8 - Roadside Assistance only:**  
**(all other Definitions on pages 2 and 3 apply equally to this Section)**

**You/your/Insured:** Any driver who is driving Your Car and who is driving with your permission and who lives in the Republic of Ireland

**Passengers:** All non-fare paying passengers except hitchhikers being carried in Your Car at the time assistance is required

**Territorial Limits:** The geographical area of the Republic of Ireland and Northern Ireland

## Benefits

If Your Car is disabled or cannot move as a result of a motor accident, electrical or mechanical breakdown, fire, theft, attempted theft, malicious damage, punctures that require assistance to fix or replacement of a wheel, lost or stolen keys, keys broken in the lock or locked in Your Car or if incorrect fuel has been used in Your Car we will arrange and pay for the benefits set out below.

### 1. Breakdown Assistance

We will arrange

- a) One hour's free labour at the roadside if Your Car can be repaired where it is; or
- b) towing of Your Car to the nearest competent repairer or to a garage of your choice, whichever is closer
- c) Somebody to assist you in the event of a breakdown at your home.

### 2. Completion of Journey

If Your Car cannot be repaired at the roadside and has broken down more than 30km from your home address as shown on the current Certificate of Insurance we will arrange and pay for:

- a) transportation for you and the Passengers home or onward to their intended destination within the Territorial Limits applying to this Section or
- b) use of a Class A replacement hire car for up to 48 hours while repairs are carried out; or
- c) overnight Bed and Breakfast accommodation for you and the Passengers for one night only, while Your Car is being repaired. The most we will pay for accommodation is €40 per person and €200 in total in the Republic of Ireland, or Stg£40 per person and £200 in total in Northern Ireland. This cover applies if the breakdown occurs when Your Car is more than 30km from the address shown on the current Certificate of Insurance.

### 3. Message Relay

We will pass on two urgent messages for you.

### 4. Public Transportation

In the event of Your Car being taken for repair the assistance company will provide the cost of public transportation for You to collect Your Car when the repairs are completed.

### 5. Theft of Your Car within Ireland

If You are away from home and Your Car has been stolen and not recovered within 24 hours we will provide a Class A replacement car for up to five days or up to when Your Car is recovered whichever is sooner. You must have reported the theft to the Gardai or appropriate police authority.

## Clauses Applicable to Section 8

- a) No benefit shall be payable unless the service provider has been notified and has authorised assistance via the emergency telephone number provided.
- b) In the event of theft of Your Car the theft must be reported to the Gardaí or local police authority before any benefits can apply.
- c) Vehicles not covered by the current Certificate of Insurance will not be eligible for assistance under this Section.
- d) If You or a driver named on your policy is not with Your Car and our repairer cannot assist, any subsequent assistance will be at your own cost.
- e) The provider may refuse assistance in circumstances where the vehicle is in an inaccessible off road location.
- f) In the event that the assistance required is to provide access to Your Car where the driver is locked out the provider will not be liable in respect of any damage caused by the service provider in gaining access to Your Car. The driver of Your Car will be required to sign a declaration to this effect prior to the assistance being given.
- g) The provider may not provide assistance where the vehicle to be recovered has had modifications to wheel arches, front and rear bumpers and alterations to suspension levels.
- h) Replacement cars are subject to certain car hire criteria required by the car hire company including, but not limited to, a full driver's licence without endorsements, a cash or credit card deposit. These criteria are 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.  
Insurance cover on your policy does not automatically transfer to the Hire Car. Arranging insurance cover before you drive the Hire car is your responsibility.
- i) If the Assistance is required as a result of an accident and You or the driver at the time of the accident decide not to use a repairer approved by us, the assistance provider will tow Your Car to the nearest competent repairer or to a garage of your choice, whichever is closer. This is the only benefit which will apply and no other payment or assistance will be provided under this Section.
- j) The provider may refuse assistance in circumstances where the driver is clearly intoxicated.
- k) The provider cannot accept responsibility for the transportation or cost of transportation or housing, livery or otherwise of pet animals or livestock carried in Your Car.
- l) If you call the provider for assistance and then cancel the request you are not eligible for another call out for that assistance.

## Exceptions to Section 8

We will not be liable

- a) For any liability or consequential loss arising from any act performed in the execution of the assistance services provided
- b) To pay for expenses, which are recoverable from any other source
- c) For any claim arising where the vehicle is carrying more occupants or towing a greater weight than that for which it was designed as stated in the Manufacturer's specifications or arising directly out of the unreasonable driving of Your Car on unsuitable terrain
- d) For the cost of repairing the car other than outlined in the benefit, I Breakdown Assistance a) above
- e) For the cost of any parts, keys, lubricants, fluids or fuel required to restore a vehicle's mobility
- f) For any claim caused by fuels, mineral essences or other flammable materials, explosives or toxins transported in the car
- g) The cost of any assistance or repair made by you other than via RSA Roadside Assistance
- h) The cost of any repair or assistance if the cause of the breakdown or fault is for any recurring cause for which assistance has been provided within the previous 28 days and a permanent repair has not been undertaken to correct the same fault
- i) For the cost of winching or specialist equipment
- j) For any claim or costs arising from the loss or damage to any goods or contents in Your Car
- k) The cost of puncture repairs if no serviceable spare wheel or tyre is available
- l) For any cost incurred in draining incorrect fuel from the engine of Your Car or any environmental charges associated with this breakdown
- m) For any assistance due to Your Car running out of fuel.

## Section 9

### Personal Protection Plus

If You or your spouse or Civil Partner sustain an injury the benefits shown below will be paid provided the injury is sustained

- i) in direct connection with Your Car or
- ii) while getting into or getting out of any other private car which does not belong to You (nor hired or lent to You under a hire purchase agreement)

by violent accidental external and visible means and independent of any other cause and provided the loss occurs within 12 months of the incident

- |   |         |
|---|---------|
| i) Death  | €23,500 |
| ii) Total and irrecoverable loss of sight of one or both eyes                             | €23,500 |
| iii) Total loss by physical severance at or above the wrist or ankle of one or more limbs | €23,500 |

Payment will be made only under one item shown above in respect of any one event. Our total liability will not exceed €23,500 in any one Period of Insurance in respect of each person.

In the event of a payment in respect of Death, the payment will be made to the personal legal representatives of the deceased.

#### Exceptions

We will not pay under this Section or Section 5a sub section I Personal Protection in respect of any death or injury

- a) arising out of suicide or attempted suicide
- b) if the person claiming indemnity is travelling in a vehicle the driver of which has consumed alcohol and or drugs to a level in excess of that permitted by law or has been convicted or has had a fixed penalty imposed in connection with the incident in which the death or injury giving rise to the loss was sustained

If the only claim under your policy is in respect of payment under this section and for no other reason or loss Your No Claims Discount will not be affected and no Excess will be deducted.

If 5a is also shown on your current Schedule of Insurance the amount payable under 5a sub section I will be added to the amount paid under this Section 9 and our maximum payment will be €30,000 in any one Period of Insurance in respect of each person.

## **Section 10**

### **Additional Endorsements**

The attached Endorsement(s) apply in addition to those shown on the Schedule Endorsements are subject to the Terms Exceptions and Conditions of the Policy.

## Section 11 Legal Protection

The cover in this Section is provided by DAS Ireland. This Section of the policy applies only if the cover is shown on the current Schedule of Insurance.

**Definitions relating to Section 11 Legal Protection only**  
(all other Definitions on pages 2 and 3 apply equally to this Section)

### Costs and expenses:

**Legal costs:** All reasonable and necessary costs charged by the Representative on a party/party basis including reasonable and necessary opponents costs.

**Insured Person:** You, and any member of your family who always lives with you, any passenger or driver who is in or on Your Car with your permission.

Anyone claiming under this Section 11 of the policy must have your agreement to claim and this includes the legal Representatives or executors for claims being brought in your name if you are deceased.

**Your Car:** The vehicle (below 7.5 tonnes total weight) the registration number of which is shown on the current Schedule and Certificate of Insurance and including any caravan or trailer attached to it.

**Representative:** The lawyer, accountant or other suitably qualified person whom we appoint to act for an Insured Person in accordance with the terms of this policy

### Legal Protection

Legal Protection will help, if as the result of an accident an Insured Person

- a) has suffered an injury
- b) is seeking compensation for damage to the Insured Persons belongings
- c) has a dispute over buying or selling or maintaining Your Car or its parts

provided that Insured Person is not at fault.

Legal Protection also pays Legal costs to defend the Insured Person in respect of defence costs against prosecution for a motoring offence.

If the Insured Person is involved in a motor accident, is prosecuted for a motoring offence, needs legal advice or help with motoring emergencies, our service provider is available to help 24 hours a day, 365 days a year.

Our service provider agrees to provide the cover in this part of the Section, in accordance with the Terms, Conditions and Exclusions as long as:

- a) the date of occurrence of the insured incident happens during the Period of Insurance and within the Territorial Limits and
- b) any legal proceedings will be dealt with by a court or other body which our service provider agrees to in the Territorial Limits and
- c) 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.

**When our service provider cannot assist:**

Our service provider will be unable to assist if in their opinion there is little chance of recovering the uninsured losses, as defined below under Insured Incident 1 Accident Loss Recovery and Personal Injury.

## Cover

### Insured Incident

For all insured incidents under this Section 9 of the policy, we will pay Legal Costs in respect of

#### 1 Accident Loss Recovery and Personal Injury

To recover an Insured Person's uninsured losses and costs after an event that is not the fault of the Insured Person which:

- a) causes damage to Your Car or to personal property in it; or
- b) injures or kills an Insured Person while he or she is in or on Your Car;
- c) injures or kills you while you are driving another motor car or motor vehicle; 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 Your Car other than

- a) but not a parking offence or
- b) an offence which suggests dishonesty by the Insured Person.

#### 3 Motor Contract Disputes

To negotiate your legal rights in a contractual dispute arising from an agreement which you have for buying, selling, or hiring a vehicle or the service, repair or testing of Your Car.

You must have entered into the agreement during the Period of insurance and the amount in dispute must be more than €125.00.

### What is covered

1. If a lawyer is appointed by our service provider, our service provider will pay the Legal costs for insured incidents under Legal Protection.
2. Our service provider will,
  - a) in respect of insured incidents involving the death of or injury to an Insured Person pay



the application fee required by the InjuryBoard.ie (IB).

- b) will help in appealing or defending an appeal provided the Insured Person tells the provider that he or she wants to appeal within the time limits allowed as defined by legislation. Before our service provider will pay any Legal costs for appeals the provider must agree that the appeal is more likely than not to succeed
3. The maximum amount which our service provider will pay for all claims will be €130,000 for any and all events arising from the same event or originating cause

### Exceptions which apply to this Section

We do not cover

1. An incident or matter arising before the start date of the policy
2. A claim arising from the use of Your Car
  - a) by anyone whose use is not covered by the current Certificate of Insurance
  - b) by an Insured Person for hire or reward or in connection with the motor trade whether or not that use is provided by the current Certificate of Insurance
3. Any claim
  - a) where the Insured Person has failed to notify our service provider of the incident within 30 days after the Insured Person first became aware of the incident and where this failure, in the opinion of our provider adversely affects the prospect of successful recovery of damages or making a successful defence or obtaining any other legal remedy that our provider has agreed to
  - b) for damage to an Insured Persons reputation arising from written or verbal remarks
  - c) that is proven to be intentionally brought about by an Insured Person
  - d) which is fraudulent, exaggerated or dishonest
4. Costs and expenses incurred before our service providers written acceptance of any claim
5. Fines, penalties, compensation or damages which an Insured Person is ordered to pay by a court or other authority
6. Any legal action that an Insured Person takes which our service provider or Representative has not agreed to or where an Insured Person does anything that hinders our service provider or representative
7. Any cost or expense associated with a dispute with our service provider not otherwise excluded by Condition 9 of this Section 11
8. Apart from us or our service provider, the Insured Person (or their legal representative or executor if the Insured Person is deceased) is the only person who may enforce all or any part of this Section of the policy and the rights and interests arising from or connected with it
9. Costs and expenses arising from or relating to Judicial Review, a coroner's inquest or fatal accident inquiry
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 claim caused by, contributed to by 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; or
- d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

### Conditions which apply to this Section

1. An Insured Person must
  - a) keep to the terms and conditions of this section and all other sections of the 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 our service provider asks for, in writing
  - e) give our service provider full and truthful details by phone or in writing of any claim as soon as possible and give our service provider any information they need.
2. Our service provider can take over and conduct in the name of an Insured Person, any claim or legal proceedings at any time and can negotiate any claim in the name of an Insured Person.
3. In all circumstances except those in 5 below, our service provider is free to choose a Representative and will do so according to the service provider's standard terms of appointment. Our service provider will have direct contact with the Representative.
4. An Insured Person must
  - a) co-operate fully with our service provider and the Representative and must keep our service provider up to date with the progress of the claim and
  - b) must give the Representative any instructions that Our service provider asks for
  - c) not seek advice from a lawyer, accountant or anyone else before we have agreed to deal with any claim. If an Insured Person does so, we will not pay for any of these costs or expenses even if we subsequently agree to accept the claim and provide a service.
5. An Insured Person is free to choose a Representative (by sending our service provider a suitably qualified person's name and address) if
  - a) Our service provider agrees to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an Insured Person in those proceedings or
  - b) there is a conflict of interest.
6. If anyone offers to settle a claim the Insured Person must tell our service provider. If an Insured Person does not accept an offer which in our service providers opinion is reasonable the provider may refuse to pay further Costs and expenses. Our service provider may decide to pay the Insured Person the amount of damages that the Insured Person is claiming, or that is being claimed against them, instead of starting or continuing legal proceedings.
7. An Insured Person must tell the Representative to have Costs and expenses taxed, assessed or audited, if our service provider asks for this.
8. If an Insured Person settles a claim or withdraws from it without our services provider's agreement, or does not give suitable instructions to a Representative, the service provided

under this Section will cease immediately and we will be entitled to recover from you any payments made or costs incurred.

9. If there is a disagreement about the way our service provider deals with a claim under this Section that is not resolved under our complaints procedure, the Insured Person may contact the Financial Service Ombudsman's Bureau for help.
10. Our service provider may, at their discretion, require the Insured Person to obtain, at their own expense, an opinion from a lawyer, accountant or other suitably qualified person chosen by the Insured Person and our service provider, on the merits of a claim or proceedings. If the chosen person's opinion is that, more than likely, an Insured Person will recover damages (or obtain any other legal remedy that our service provider has agreed to) or make a successful defence, the service provider will repay to the Insured Person the cost of obtaining the opinion.
11. 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 section of the policy did not exist.

### **Making a claim under this Section**

Please write to the following address:

Claims Department,

DAS, Europa House, Harcourt Centre, Harcourt Street, Dublin 2

Or

Telephone: **1850 670 747** FAX: 01-4161209

This number should only be used in connection with the cover provided by this Section 9 – Legal Protection.

**Please do not use this phone number to report a Motor insurance claim.**

**Please note that all calls to and from our service provider are recorded for training and verification purposes.**

### **HELPLINE SERVICES**

In addition to the cover Helpline Services are available from our provider and they will answer your call 24 hours a day, seven days a week during the period of insurance. If you call outside of standard office hours (Monday to Friday 9.00 am to 7.00pm), our provider will take the details of your call and arrange for someone to call you back at a time convenient to you.

**All Helplines apply to the Republic of Ireland unless otherwise stated.**

### **Legal Advice Service**

Our provider will give an Insured Person confidential legal advice over the phone on any personal legal problem, under the laws of the Republic of Ireland, United Kingdom, Channel Islands and Isle of Man.

**To contact the Legal Advice Service phone 1850 670 747.**

**Health and Medical Information Service**

Our provider will give an Insured Person information over the phone on general health issues, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side effects of drugs and how to improve overall health. Between the hours of 7pm and 9am we will take a message and one of our health and medical advisors will contact the Insured Person the next day or at an agreed time.

**To contact the Health and Medical Information Service phone 1890 670 407.**

**Counselling**

Our provider will give an Insured Person a confidential counselling service over the phone including, or where appropriate, onward referral to relevant voluntary or professional services.

**To contact the Counselling Helpline, phone 1850 670 407.**

**We will not accept responsibility if the Helpline Services are unavailable for reasons we cannot control.**

**Please note that all calls to and from our service provider are recorded for training and verification purposes.**

**When phoning for any service, please tell our provider your policy number.**

**Please do not phone the Legal Protection Helpline numbers to report a Motor insurance claim.**

DAS Ireland is a branch office of DAS Legal Expenses Insurance Company Limited, having its registered office in 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. As a member of Insurance Ireland, DAS Ireland subscribes to the Codes of Practice which Irish insurers must meet when dealing with customers.

## General Exceptions

### (Applying to the whole Policy)

We will not be liable

1. in respect of any liability (in excess of the common law or any statutory liability applicable) under an agreement which would not have applied if the agreement did not exist
2. in respect of any accident, injury, loss damage or liability arising while any vehicle for which Indemnity is provided under this Policy is
  - a) being driven by or for the purposes of being driven is in the charge of any person not so permitted by the Certificate of Insurance
  - b) being used for any purpose other than in accordance with the Limitations as to Use
3. in respect of any loss of or damage to property, legal liability, expense, consequential loss or bodily injury (unless required to be by the Road Traffic Acts) directly or indirectly caused by or arising from or contributed to by
  - a) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
  - c) a riot or civil commotion unless you can prove that the loss, damage or injury was not caused by that riot or civil commotion
  - d) war, invasion, act of foreign enemy, hostilities or warlike operation (whether war is declared or not), civil war, rebellion revolution, insurrection or civil commotion assuming the proportions of or amounting to any uprising, military or usurped power
  - e) any act of terrorism including any action taken to control or prevent an act of terrorism  
If you or any other Person whose Liability is Covered alleges that this Policy covers an event that we have decided is not covered because of this Exception the onus will be on that person to prove that the event was not an act of terrorism

For the purpose of this Exception an act of terrorism means an act, including but not limited to the use of force or violence or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government or put the public or any of the public in fear

- f) any action in controlling, suppressing, or in any way relating to c) or d)

If we allege that by reason of this Exception any liability loss or damage cost or expense is not covered the burden of proof to the contrary shall be yours

In the event that any part of this Exception is not enforceable the remainder of the Exception will remain in force

4. Any consequence of
  - a) The failure or inability of any electronic equipment to
    - i) Correctly recognise any data or
    - ii) Correctly capture, save, retain, manipulate, interpret or process any data, information, data command, or instruction whether or not such had been programmed into such equipment
  - b) The interruption of or interference with data in electronic equipment resulting in the loss destruction or corrupted transmission or corruption of data
  - c) The transmission or impact of any Virus, Worm, Logic Bomb, Trojan Horse or the like
  - d) Unauthorised access to a system or data

In this Exception, data means information represented or stored electronically including but not limited to code, a series of instructions, operating system software programs and firmware.

## Conditions

### (Applying to the whole Policy)

#### 1. Other Insurance

If there is another insurance policy covering the same loss, damage or liability we shall not be liable to pay more than our rateable proportion of any claim.

We will not pay a share of any claim under Section I Sub Section I if there is another policy in force covering the liability of a person claiming indemnity.

#### 2. Accident and Claims Procedure

- a) Full details of any incident loss or damage, including any notice of prosecution or inquest must be sent to us immediately
- b) All communications from any other parties must be advised to or sent to us immediately upon receipt
- c) Unless we give our written consent no one will make any admission, offer or promise of payment under this Policy
- d) We have full discretion in conducting any defence or in the settlement of any claim and in prosecuting in your name any claim for indemnity or damages
- e) You are required to provide us with all information and assistance, including if we request it, the completion of an accident report or claim form.

#### 3. Care of the Vehicle

You must take all reasonable steps to safeguard Your Car from loss or damage.

You must maintain Your Car in an efficient and roadworthy condition. We have free access at all times to examine Your Car.

#### 4. Cancellation of Your Policy and Mid-Term Alterations

##### a) Cancellation by us

The Policy may be cancelled by us by sending 10 days notice to you at your last known address. If we cancel the Policy we will return the portion of the premium for the unexpired Period of Insurance.

##### b) Cancellation by you

The Policy may be cancelled by you at any time by providing written confirmation and returning the Certificate of Insurance to us. Cover will cease from the date of receipt of your instruction or the Certificate of Insurance whichever is the later. Provided there has been no claim during the Period of Insurance we will refund the premium paid less an amount calculated at our Short Period Rates subject to Condition 5c).

<b>If the Policy is cancelled within</b>	<b>Proportion of the premium we will refund</b>
First 14 days	Refer to Condition 8 Cooling Off Period
1st month	return 80%
2nd month	return 70%
3rd month	return 60%
4th month	return 50%
5th month	return 40%
6th month	return 30%
7th month	return 20%
8th month	return 10%
9th month or later	no refund

**c) Cancellation Procedures**

No refund of premium will be made under either 5a) or 5b) above if the effective Certificate of Insurance has not been returned to and received by us.

We will deduct an amount in respect of fixed expenses from any return due to the Insured following cancellation of this Policy under condition 5a) or 5b).

**d) Mid Term Alteration**

Where any change to the cover provided by this Policy and agreed by us results in an additional or return premium of less than €25 inclusive of levy we will not charge the additional nor rebate the return premium to you.

If the mid term alteration is the permanent deletion (without replacement or substitution) of a vehicle from the Policy we shall, in the calculation of any return premium, deduct an amount in respect of fixed expenses.

## **5 Your Duty**

You or anyone acting on your behalf must not act in any fraudulent way.

We may provide details of any such fraud to the appropriate authorities and this may result in prosecution.

**a) Material Information**

The information supplied by you or on your behalf is the basis of this contract of Insurance. All information must be true. Cover may not operate if any Material Information has been withheld or is inaccurate or misleading.

We reserve the right to reassess cover and premium following notification of any Material Information.

Failure to disclose all Material Information may result in a claim being rejected, claim payment being reduced or the Policy being invalid.



## b) Fraudulent Claims

If any claim is made by you or anyone acting on your behalf is in any way false, exaggerated or fraudulent any benefit or protection and all rights under this Policy will be forfeited. This may include refusal to pay any current or future claims, cancellation of the Policy and we reserve the right to recover payments and all costs relating to any claim already paid.

Should we take any of these actions against you, then you will be obliged to disclose them on any future request for cover or quotation. These actions are considered as the application of Terms and this enforced action by us, may affect your ability to get insurance cover in the future. Material information is any fact that RSA Insurance Ireland DAC (RSA) would regard as likely to affect the acceptance or assessment of the risk. It is recommended that you keep a record (including copies of letters) of all information supplied for the purpose of this insurance. In addition, when buying this Policy you warrant and represent to us that in respect of any information of any person which you provide to us, you have the authority of that person to disclose such information to us and for all the purposes set out in this form and to give the consents set out above on behalf of each such person.

## 6. Laws relating to Compulsory Insurance

If we are obliged by the law of a country to make a payment under this Policy for which we would not otherwise be liable under this Policy you will repay any amount paid.

## 7. Disclosure of Convictions, Offences or Penalty Points

If you or any driver whose driving is covered by this Policy is convicted of any Criminal offence or any offence under the Road Traffic Acts or has had a fixed penalty imposed, this is a Material Fact and the following information must be disclosed before the next renewal of the Policy:

- a) The type of offence(s)
- b) The penalty imposed including the number of any penalty points imposed
- c) The dates of the conviction(s) or penalty imposed
- d) The Driver Number printed on the licence of the driver on whom the penalty has been imposed.

If any offence occurring during the expiring Period of Insurance has not been included in the calculation of the renewal premium we may at our option treat such offence or penalty as having occurred in the Period of Insurance shown on the renewal invitation.

## 8. Cooling off Period

You have the right to withdraw from this Policy provided

- a) there has been no claim made within 14 days of the starting date of cover or the date on which you receive the full terms and Conditions of the Policy whichever is later

b) the Certificate and Disc of Insurance issued to you have been returned to us. If you choose to exercise this right it will mean that no Policy was ever in place and we will refund any premium paid. No claim may be made at a later date.

### **9. Drink or Drugs**

We will not be liable under this Policy except so far as is required by law, if as a result of any incident giving rise a claim the person driving is convicted of or has a fixed penalty imposed for any offence involving driving under the influence of alcohol or drugs. Where any payment has been made prior to the conviction or imposition of a penalty by a court for such offence, we reserve our right to recover any payment from you.

### **10. Judgement in a Foreign Court**

We will not be liable for any proceedings or judgements made in any court outside the Republic of Ireland unless successful judgement is obtained in the court of a foreign country to which we have agreed to extend cover.

### **11. Car Sharing**

If you receive payment as part of a car sharing arrangement in respect of the carriage of passengers in Your Car it will not be considered use for hire or reward provided that

- a) the arrangement is in respect of social or similar purposes
- b) Your Car is not constructed or adapted to carry more than 8 passengers
- c) the passengers are not being carried as part of any business.

## NOTES TO HELP YOU

(Not forming part of the Policy)

### Drivers

No person other than those shown on the effective Certificate of Insurance should drive your car. If you wish to include a driver or if you wish to change a driver we may require a form to be completed in respect of the new driver showing that persons name, age and driving history. An additional premium may be required.

**Remember** – no driver may drive your car without a valid Certificate of Insurance.

### Changing your car

We shall need to know

1. Make and exact model
2. Year of make
3. Estimate of present value
4. Engine capacity
5. Registration number
6. Date of purchase
7. If the car has been modified
8. Date the insurance on the current vehicle is to cease
9. if the change is temporary, the date and time that cover is to return to your permanent vehicle.

### Change of address

Just give us the details of your new address and the date of the change.

Remember for all changes where you receive a new Certificate of Insurance and/or Insurance Disc, please return the old Certificate and Disc.

### Help us to help you

At the time of an accident don't admit liability. Many people feel apologetic about accidents for which they are not responsible. Aggression by either party does not signify innocence either. Let us deal with the liability issue.

Please make a note of the name, address and insurance information (company and policy number) of the other people involved. Make a note of the registration numbers and the positions of any other vehicles. Obtain the names of any witnesses and Gardaí involved. Tell us about the accident as soon as possible by calling Claims **1890 608 608**.

We do not require an accident report form to be completed in every case. However, we recommend that you draw a sketch which clearly shows the position of your car before and immediately after the incident while the details are still fresh in your mind.

We operate an Approved Repairer Network which may be able to provide you with assistance in relation to the damage to your own car.

Please forward any communication received in relation to the accident to us without delay.

### **What the Law requires in the case of an accident**

For your guidance the following has been extracted from the 'Rules of the Road'.

- a) Any driver involved must stop his/her vehicle and keep it at the scene of the accident for a reasonable time. However, to avoid obstruction and danger to other road users, the positions of the vehicles should be marked and the vehicles moved off the actual carriageway as quickly as possible.
- b) Any driver must, if requested, give
  - i) Name and address
  - ii) The name and address of the vehicle owner if different
  - iii) The vehicle registration number
  - iv) Evidence of insurance to a Garda, or if no Garda is present to anyone present who was involved in or affected by the accident – in any other case the information must be given, if requested to an independent witness.
- c) If any person is injured as result of the accident, the accident must be reported to the nearest Garda station if no Garda is present at the scene of the accident.
- d) Where damage to property only is involved it is not necessary to report the accident to a Garda Station provided the driver gives necessary particulars as b) above to the owner of the property.

If you are involved in an accident with a visiting motorist, report the accident to the Motor Insurance Bureau of Ireland, 5 Harbourmaster Place, IFSC, Dublin 1, DOI E7E8.

Phone: (01) 676 9944.

# DATA PROTECTION NOTICE

We are committed to ensuring that your data is protected. To keep you informed, we have created this notice which will explain how we use the information we collect about you and how you can exercise your data protection rights.

## **1. Who are we?**

We are RSA Insurance Ireland DAC (RSA) and we provide commercial and personal insurance products and services. We also provide insurance services in partnership with other companies.

## **2. Why do we collect and use your personal information?**

RSA will use your personal information for the provision of insurance services such as providing a quotation, underwriting a policy and handling claims under an insurance contract. We will also use your data for other related matters such as complaint handling, prevention or detection of fraud, reinsurance and statistical analyses.

When looking for a quote for a product from us, you will need to provide us with information relating to what you wish to be covered by the insurance (e.g. car make and model, your home, etc.). When buying certain products, we will on occasion need to collect special categories of data (e.g. medical history for motor insurance) and convictions history (e.g. driving offences).

We will need to process your payment information (e.g. direct debit, credit and debit card information, etc.) in order to provide your cover. To service your policy, we may communicate with you via your intermediary, if applicable, and via our website, emails, telephone calls or post. Calls with RSA may be recorded for training and verification purposes.

If you need to claim against your insurance policy, we normally need to collect information that evidences what happened in the incident. If other people are involved in the incident, we may also need to collect additional information related to them (including children) which can include special categories of data (e.g. injury and medical data, etc).

In submitting an application to us, you may provide us with equivalent or substantially similar information relating to other proposed beneficiaries under the policy. You agree that you will bring this Privacy Notice to the attention of each beneficiary at the earliest possible opportunity. Please also ensure that anyone else who is insured under your policy has agreed to provide their personal information to us.

Data protection laws require us to meet certain conditions before we are allowed to use your personal information in the manner described in this Notice. We take our responsibilities under data protection laws very seriously, including meeting these conditions.

In order to provide you with this detail we have prepared the following which describes the purpose to which we are using your data and the legal basis for doing so.

Purpose	Legal Basis
To provide you with a quote for an insurance product and to provide you with insurance cover if you decide to purchase a product.	Processing is necessary for the performance of a contract or in order to take steps at your request prior to entering into a contract
To assess the information you have provided and make a decision as to whether we can provide you with cover and at what price	Processing is necessary for the performance of a contract or in order to take steps at your request prior to entering into a contract;
To verify your identity and to verify the accuracy of the information we receive.	Processing is necessary for the performance of a contract or in order to take steps at your request prior to entering into a contract;  To comply with legal obligations (eg. money laundering requirements)
To administer your insurance contract and make any changes during its term, answer queries, provide updates and process a cancellation.	Processing is necessary for the performance of a contract
To make and receive any payments whether in relation to your policy or a claim.	Processing is necessary for the performance of a contract
To manage and investigate any claims made by you or another person under your policy of insurance.	Processing is necessary for the performance of a contract
To detect and prevent fraud, money laundering and other offences. To assist An Garda Síochána or any other authorised body with investigations.	Processing is necessary for the purposes of our legitimate interests. This interest is to investigate and prevent potential fraudulent and other illegal activity.
To manage and investigate any complaints	Processing is necessary for the performance of a contract or in order to take steps at your request prior to entering into a contract;  Processing is necessary to comply with legal obligations
For reinsurance purposes	Processing is necessary for the performance of a contract
To comply with laws and regulations	Processing is necessary to comply with legal obligations
For statistical analyses	Processing is necessary for the purposes of our legitimate interests. This interest is to improve our processes, products and services.
To make back-ups of your data in case of emergencies and for disaster recovery purposes	Processing is necessary to comply with legal obligations

### **3. How else do we collect information about you?**

Where possible, we will collect your personal information directly from you. However, on occasion we may receive information about you from other people or companies. For example:

- It was given to us by someone who is applying for an insurance product on your behalf (e.g. insurance brokers).
- It was supplied to us when you have purchased an insurance product or service that is provided by us in partnership with other companies.
- It was lawfully collected from other sources (e.g. the Integrated Information Data System ('IIDS')) to validate information you have submitted to us such as driver number and penalty points.
- Vehicle history check suppliers/ databases.
- Through credit checks.
- Through a database to determine address based risk factors (known as geocoding)
- Searches of publicly available information (e.g. online).
- The Insurance Link Anti-Fraud register (for more information see [www.inslink.ie](http://www.inslink.ie)) and other insurers.
- Other fraud prevention databases available in the insurance industry.

### **4. Will RSA share your personal information with anyone else?**

We may share your details with a number of external parties in order to administer your policy, handle claims and to prevent and detect fraud. For example:

- Your Intermediary & anyone authorised by you to act on your behalf.
- Our Third Party Service Providers such as technology suppliers, hosting/storage providers, payment providers and document providers.
- With other companies within the RSA Insurance Group.
- The Insurance Link Anti-Fraud register (for more info see [www.inslink.ie](http://www.inslink.ie)) and other insurance companies.
- Loss Adjusters, claims investigators, repairers, medical practitioners, solicitors and other firms as part of the claims handling process.
- Surveyors.
- Private Investigators when we need to further investigate certain claims.
- Other fraud prevention databases available in the insurance industry.
- With prospective sellers or buyers in the event that we decide to sell or buy any business or assets.
- Our reinsurers.

We may also share your personal information as a result of our legal and regulatory obligations. This can include with An Garda Síochána, other official agencies and on foot of a Court Order or Subpoena.

In order to provide you with the insurance policy, we may share your information with our service providers and on occasions, some of your personal information may be sent to other

parties outside of the European Economic Area (EEA). We would only do this in compliance with the appropriate legal and technical safeguards such as the standard data protection clauses adopted by the European Commission, Binding Corporate Rules or as a result of an adequacy decision of the European Commission

## **5. Which decisions made about you will be automated?**

Before we can sell you an insurance product or service, we may conduct the following activities, which involve automated (computer based) decision-making:

- Pricing and Underwriting – the process calculates the insurance risks based on the information that you have supplied. This will be used to determine if we can provide you with a policy and to calculate the premium you will have to pay.

The results of these automated decision-making processes will limit the products and services we may be able to provide you. If you do not agree with the result, you have the right to request human intervention to allow you to express your point of view and contest the decision.

## **6. For how long will RSA keep your information?**

RSA Information submitted for a quotation may be retained by us for a period of up to 15 months from the date of the quotation. All information in respect of a policy (to include claims on the policy) will be held for 8 years after the ending of the client/insurer relationship to ensure we meet our regulatory obligations. We will retain call recordings for 8 years from the date of the call.

There are certain policies where we need to keep data for longer than the normal periods where we may receive claims where the claimant was not aware of the injuries until a long time after it was caused.

## **7. What should you do if your information is incorrect?**

If you think that the information we hold about you is incorrect or incomplete, please contact your intermediary or contact us and we will be happy to rectify it for you.

## **8. What are your rights over the information that is held by RSA?**

We understand your information is important to you, therefore you may request us to undertake any of the following actions:

- 1 Provide you with a copy of the personal information we hold about you, in a commonly used electronic format (or hard copy if you wish).
- 2 Request your personal information to be deleted where you believe it is no longer required. Please note however; this request will not be valid while you are still insured with us and where we are subject to legal or regulatory obligations.



- 3 Request that we supply a copy of the personal information you have supplied to us, to another company. We would provide the information in a commonly used electronic format.
- 4 Request that we restrict the use of your information by us.
- 5 Object to the processing of your data.  
If you would like to request any of the above, please email us a request to [ie\\_dataprotection@ie.rsagroup.com](mailto:ie_dataprotection@ie.rsagroup.com) or write to us at the address contained in Section 10. To ensure that we do not disclose your personal information to a party who is not entitled to it, when you are making the request please provide us with:
  - Your name;
  - Address(es);
  - Date of birth;
  - Any policy IDs or reference numbers that you have along with a copy of your photo identification and proof of address.

All requests are free of charge although we reserve the right to charge an administrative fee for subsequent requests (such as when the request is part of a series of repeated requests over a short period of time). We endeavour to respond within one month from receipt of the request. If we do not meet this time frame, we will explain why this was in our response.

Please note that simply submitting a request does not mean we will be able to fulfil it – we are often bound by legal and legislative law which can prevent us fulfilling some requests in their entirety, but when this is the case we will explain this to you in our response.

Requests to restrict the use of your information or to object to the processing of your data may lead to RSA being unable to continue to service your policy and therefore lead to cancellation of your policy.

## **9. Changes to our Data Protection Notice.**

This notice will be updated from time to time so please check it each time you submit personal information to us or renew your insurance policy.

## **10. How do you ask a question about this Data Protection Notice?**

If you any questions or comments about this privacy notice please contact:  
The Data Protection Officer, RSA Insurance Ireland DAC, Dundrum Town Centre, Sandyford Road, Dundrum,  
Dublin 16, D16 FC92

You may also email us at  
[ie\\_dataprotection@ie.rsagroup.com](mailto:ie_dataprotection@ie.rsagroup.com)

**11. How can you lodge a complaint?**

If you wish to raise a complaint on how we have handled your personal information, please send an email to [ie\\_dataprotection@ie.rsagroup.com](mailto:ie_dataprotection@ie.rsagroup.com) or write to us using the address provided in Section 10. Our Data Protection Officer will investigate your complaint and will give you additional information about how it will be handled. We aim to respond in a reasonable time, normally 30 days.

If you are not satisfied with our response you can lodge a complaint to the Office of the Data Protection Commissioner; Canal House, Station Road, Portarlinton, Co Laois, R32 AP23.



1890 608 608  
[www.bankofireland.ie](http://www.bankofireland.ie)