

Motor Policy

DUAL

PRIVATE CLIENT



This motor Insurance is arranged by DUAL Underwriting Ireland DAC and underwritten by 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: One Park Place, Hatch Street, Dublin 2, Ireland, D02 E651. DUAL Underwriting Ireland DAC, trading as DUAL Private Client, is regulated by the Central Bank of Ireland. Registered No. 633531. Registered office: 98, St. Stephen's Green, Dublin 2 D02 V324.



Thank you for choosing DUAL.

We have given a great deal of thought to ensure we provide the cover and service our intermediaries would expect for their most important clients.

If you do need to make a claim please rest assured that we will deal with it promptly, without fuss and in a manner you would expect from someone you have chosen to protect your possessions.

If throughout the policy period you have any suggestions as to how we may improve any aspect of our cover or service, please let me know.

I wish you a year of safe and pleasurable motoring.

Barry O'Dwyer

Managing Director

DUAL Underwriting Ireland DAC

98, St. Stephen's Green

Dublin 2 D02 V324

Ireland

Useful Contact Details

DUAL General Enquiries:

enquiry@dualgroup.ie

Motor Claims telephone:

1800 147 147 (or if you are calling from abroad +353 1 898 6400)

Motor Legal Expense Claims telephone:

00 353 1 6640009

European Motor Breakdown Assistance:

00 353 1 6640009

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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.

In the event of an incident giving rise to a valid claim under your policy, we will

1. Tow-In-Service – if your car cannot be driven away from the scene of an accident, collection and re-delivery can be arranged; and
2. arrange for the repatriation of you or the driver of the car at the time of the accident, and your or their passengers, from the scene of an accident.

Foreign Use – Using your car abroad

Your policy automatically, provides cover within the European Union, the Channel Islands, the Isle of Man, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland, Turkey (west of the Bosphorus) and the United Kingdom, for a period of 90 days in any one trip in respect of the car.

Your certificate provides evidence that the insurance extends to include the compulsory motor insurance requirements of the territories shown above.

If however you do require an international green card, we will supply you with one free of charge. Please let us have, at least, one week's notice in advance of your journey. We will provide cover 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.

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

- **Driving other of cars** under Section 2 D (page 25-26)

- **Subsection 5 – Driving other Cars – Loss of or damage extension** under Section 7 Additional Benefits (page 34-35)

Aviva Motor Services

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

1. Courtesy Car – In the event of loss of or damage to your car, which results in a claim under your policy, we will provide you with a courtesy car;
 - a. for the duration of the repairs;
 - b. until (in the event the car is deemed by us a write off) the total loss claim is settled; or
 - c. until (in the event the car is stolen) the theft claim is settled

The most we will pay under this Courtesy Car cover for each accident is €4,000.

Provision of the courtesy vehicle from Aviva Motor Services will be subject to the terms and conditions of our approved replacement vehicle supplier and will be considered an insured car for the time it is in your or a named driver's possession.

Please note: If the courtesy car provided by Aviva Motor Services is not to your satisfaction, you can arrange your own courtesy car. Should you arrange your own courtesy car your excess will apply to a claim under this policy.

2. Where appropriate we will return the car to you and collect any courtesy car which we have provided from you;
3. Guaranteed Repairs – on all work carried out by Aviva Motor Services for the duration the car remains registered in your name;
4. Cleaned Car Guarantee – your car will be returned to you clean, both inside and outside; and
5. Excess Waived – we will waive the requirement for you to pay any excess under €1,000 under section 1 – Loss of or damage to the car, if you choose to use Aviva Motor Services to both repair your car and where applicable to provide you with a Courtesy Car

Introduction

Your Policy and Schedule

We have enclosed your policy schedule and Road Traffic Act certificate(s) of insurance and disc(s) separately. You should read these as one document together with this policy booklet. The schedule shows your cover and any extra benefits or amendments, which may apply.

You have the right to cancel your policy within the cooling off period. You need to return your certificate(s) and disc(s) to your insurance intermediary or broker 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 wish to cancel your policy outside of this 14 working day period, please read the section 'Cancellation' on page 18 for more information.

Your Dual Private Client Car Insurance 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.

Auto-renewal

DUAL Private Client will send your insurance intermediary or broker notification of renewal of the policy not less than 20 working days prior to the date of expiry of the policy. Your policy will be automatically renewed at the end of the period of insurance unless you inform us or we inform you, through DUAL Private Client, to the contrary. If your intention is not to renew your policy you must advise your insurance intermediary or broker of your intention before the expiry of the period of insurance to avoid any premium becoming due to us.

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.

For the purposes of the insurance provided under sections 1, 2, 3, 4, 5, 6 and 7, this insurance is provided by us, Aviva Insurance Ireland DAC.

Complaints policy

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.

Your insurance intermediary or broker has arranged this policy with DUAL Private Client for you which is underwritten by Aviva Insurance Ireland DAC.

If you wish to make a complaint in relation to Sections 1 – 7 of this policy you can do so at any time by referring the matter to;

Managing Director

DUAL Underwriting Ireland DAC
98, St. Stephen's Green, Dublin 2 D02 V324, Ireland

Email: enquiry@dualgroup.ie

Telephone: 01 664 0001

Alternatively, if your complaint relates to Sections 1 – 7 you can contact: Aviva Insurance Ireland DAC by writing to the Aviva Ireland Complaints Team – Aviva Insurance Ireland DAC, One Park Place, Hatch Street, Dublin 2, Ireland, D02 E651.

In relation to any complaint under this policy you can also contact the following:

Insurance Ireland's Insurance Information Service

at First Floor, 5 Harbourmaster Place, IFSC, Dublin 1.

Phone: 01 676 1820

Fax: 01 676 1943

Email: iis@insuranceireland.eu

Website: www.insuranceireland.eu

The Financial Services and Pensions Ombudsman

Lincoln House, Lincoln Place, Dublin 2, D02 VH29

Phone: 01 567 7000

Email: info@fspo.ie

Website: www.fspo.ie

You will not lose your right to take legal action if you contact either of the above.

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.

Agreed value

The agreed value means the amount your car is insured for and the maximum amount we will pay if your vehicle is stolen and not recovered or totally destroyed. The agreed value for each car insured under this policy is shown in the Schedule and as agreed with us. The agreed value provided by you must include the value of:

- all manufacturer fitted extras and modifications;
- any car-phones, satellite navigation equipment, games consoles, radio CD and DVD players, televisions or similar equipment permanently fitted to the car in accordance with manufacturer's specifications; or
- any non-manufacturer fitted extras or modifications as notified by you to us, and which we agree to cover.

Please note in the event that a car shown in the schedule is stolen and not recovered or damaged beyond economic repair the maximum amount we will pay is the amount shown as the agreed value of that car unless the new car replacement cover applies. If new car replacement cover applies, we will replace the car with a new car of the same make and model however the cost of the replacement car must not exceed the agreed value, as shown in the policy schedule for the car, during the first period of insurance covering the car.

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.

Cooling off period

The 14 working days after:

- the start date of the policy; or

- the day on which you receive your policy documents;

whichever is later.

Driver

Any driver or class of drivers whose driving is covered by the terms of the Certificate.

Household member

Household member means any member of your household who permanently resides with you (including your domestic employees or any person living in the grounds of your residence) or any children studying away from home.

Identity fraud

Identity fraud means someone, or a group of people, knowingly using a means of identification belonging to you or a named driver without your or a named driver's knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act, whether resulting from a theft from an insured vehicle or another covered loss under the policy during the period of insurance. An act, or a series of acts, against you or a named driver by one person or group of people is considered to be one identity fraud.

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.

Endorsement

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

Excess

The amount you will have to pay towards any claim. For each event under section 1 of this policy booklet, 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. If the car is not listed in the schedule, for each event under section 1 of this policy booklet, you will have to pay the first €1,000.

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

Market Value

Where the car is damaged beyond economic repair, we will calculate the value of the car at the time of the loss based on the current market value for a car of the same make and model.

Please note where the car is not listed in your schedule, in the event that the car is stolen and not recovered or damaged beyond economic repair we will not pay for loss or damage over the current market value of the car.

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.

Notice to Policyholders

Any notification of cover change(s) issued by us to you.

Schedule

The document which gives details of the cover you have.

We, us, our

Aviva Insurance Ireland DAC (for the General sections and for the purposes of the insurance provided under sections 1, 2, 3, 4, 5, 6 and 7 of this policy booklet).

You, your

The policyholder named in the schedule.

Geographical limits and Insurance provided

Geographical limits

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

Insurance provided (see your policy schedule)

Depending on and subject to the terms, exceptions and conditions of this policy, the following sections will apply;

- Sections 1, 2, 3, 4, 5, 6 and 7

In addition, the following sections will apply if shown in your policy schedule;

- Section 8 : Motor Legal Expenses
- Section 9 : European Motor Breakdown Assistance

Please note: Motor Legal Expenses (underwritten by ARAG Legal Protection Limited) and **European Motor Breakdown Assistance** (underwritten by ARAG Insurance Company Limited) are provided by DUAL Private Client and the relevant policy wordings are enclosed at the back of this booklet for your convenience. These are separate covers and do not form part of the product and policy wording underwritten by Aviva Insurance Ireland DAC.

No-claim discount, replacement lock cover, fire brigade charges and Open Driving

No Claim Discount

We will reduce the renewal premium (apart from the amount chargeable under Section 4) according to the following scale if no claim is made or arises under this policy in the period of insurance consecutively preceding the renewal date –

Period of insurance	Reduction
One Year	30%
Two Year	40%
Three Year	50%
Four Year	60%

Optional no-claim discount protection

If you have selected Optional no-claim discount protection this will be shown in your policy schedule (see section 5 of the policy booklet for more information on this cover).

No-claim discount step-back

If you have not purchased optional no-claim discount protection and make a single claim or one arises during any period of insurance, we will reduce your no-claims discount as follows:

- 60% to 40%
- 50% to 30%
- 40% or less to nil

Any payment we make for;

1. a fire or theft claim; or
2. a claim we deem you are not responsible for,

will not affect your no-claim discount. The no claim discount is earned on each car separately if there is more than one car insured.

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 €5,000.

Replacement Lock cover

In the event of damage to locks or in the case of the theft or loss of keys, ignition card or lock transmitter of your car, we will pay for the cost of replacing:

1. all external door locks of the vehicle;
2. the ignition/steering lock if this is operated by the same key; and
3. the lock transmitter and/or central locking interface.

Exclusions:

We will not pay for any loss of or damage:

1. if you do not report the loss or theft of keys to An Garda Síochána;
2. if your keys are stolen by deception or fraud or taken by any household member.

The excess will not apply to this cover and your no-claim discount will not be affected if you claim under this section. A courtesy vehicle is not provided following a claim under this section of your policy.

Open driving

1. 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 30 years of age unless that person is shown as named under paragraph 6E of the current certificate of insurance that has been issued for the car and remains in force.
2. 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 household member not named in the schedule (which is attached to this policy).

General Exceptions

The following exclusions apply to section 1, 2, 3, 4, 5, 6 and 7 of this policy. Any additional exclusions are shown in the sections to which they apply.

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.(I) Loss or damage to any property or any indirect loss or expense (consequential loss).
 - (II) Any legal liability directly or indirectly caused by, contributed to or arising from:
 - (a) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - (b) the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear assembly or part of it; or
 - (c) any loss, damage or liability arising directly or indirectly from biological or chemical contamination.
 - B. any consequence of War, Invasion, Act of Foreign Enemy, Hostilities, (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection or Military or Usurped Power, 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 similar legislation of any other applicable country); 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 benefit under this policy to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.
- 8. Any loss, damage or liability arising out of a deliberate act by you or an insured person or by anyone acting on your behalf.
- 9. Any loss, damage or liability arising from any racing, rallies, trials, pace making, speed testing or participation in any prearranged or organised event or any on track use.
- 10. Any loss, damage or liability arising from the operation of any car that has been hired, leased or loaned by you or any insured person for a fee to any other person.
- 11. Any bodily injury to an employee arising out of their employment by you or an insured person.
- 12. Any accident, injury, loss, damage or liability arising out of the use of any vehicle with less than four wheels unless agreed by us and show in the schedule.
- 13. Any accident, injury, loss, damage or liability arising out of the use of any vehicle without the owner's permission.
- 14. Any accident, injury, loss, damage or liability arising out of;
 - a. any airport service vehicles.
- 15. 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 or Cyber Incident** including but not limited to any action taken in controlling preventing suppressing or remediating any Cyber Act or Cyber Incident.

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.

Cyber Incident means

- a. any error or omission or series of related errors or omissions involving access to processing of use of or operation of any Computer System or
- b. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access process use or operate 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.

General Conditions

Keeping to policy

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. Since the start date of the policy or your last renewal date (whichever is the latest), if there has been 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), or those of other drivers covered under this policy, you must advise us immediately or you may lose all benefit and cover under this policy.
 - 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.

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 booklet) legal proceedings to defend or settle any claim, or to prosecute in your name (or the name of another person) a claim for our own benefit. We will decide how any proceedings are carried out or how any such 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:
 - i. recover the amount back from you; or
 - ii. recover the amount back from the person who was responsible; or
 - iii. recover the amount back from both of you.

Cancellation

3. You may cancel this policy at any time after the cooling off period by returning your certificate of motor insurance and windscreen disc to your insurance intermediary or broker. 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 €50. 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.

The portion of your premium assigned to the Motor Legal Expenses cover and European Motor Breakdown Assistance will not be refunded if you cancel your policy outside of the cooling off period.

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 within the cooling off period, please read the section ‘Your policy and schedule’ on page 7 for more information.

Cancellation – default on direct debit

4. If You are paying your premium by instalments under the Close Brothers Premium Finance Ireland Instalment Payment Plan Agreement (‘the Agreement’) you authorise DUAL or us at our discretion to cancel this insurance policy following any default notice issued to you under the Agreement. This insurance policy will only be cancelled after sending 10 days written notice to your last known address.

Mid-term alterations

5. 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 €50, nor will we refund you any premium amounts of less than €50.

Fraud and misrepresentation

6. 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

7. You must take all reasonable steps to prevent accident, injury, loss or damage. 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 similar legislation of any other applicable country); 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

- a. no cover operates under this policy; and
- 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 that outlay.

You must allow us to examine your car at any time.

Arbitration

8. 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

9. You must immediately tell us about:
- a. any change or replacement of the car(s) or if you sell or dispose of the car(s);
 - b. a change to any driver that may drive the car(s);
 - c. any change in the way the car(s) is used;
 - d. any change in the address at which the car(s) is normally parked overnight;
 - e. any modifications to the car(s);
 - f. any change affecting ownership or the Main driver of the car(s), for example you must let us know immediately, if at any time, during the period of insurance:
 - i. the Main driver of the car(s) on cover under this policy changes;
 - ii. if you become the Main driver of another vehicle, or
 - iii. if you are given full time access to a company vehicle.
 - g. any accident, loss or claim (excluding windscreen claims) made against you or any driver that may drive the car(s), that have not already been advised to us;
 - h. 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;
 - i. 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;
 - j. 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

10.

- 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.

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 or its accessories and spare parts (whether such spare parts are 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; or
- pay a cash amount for the loss or damage to the car, not exceeding the agreed value (where new car replacement does not apply).

In the event that the car is damaged beyond economic repair (in a single accident) we will waive the excess amount you would ordinarily have to pay under this section.

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.

Pairs and sets

In circumstances which have given rise to a valid claim for loss of or damage to the car under this section and we cannot match the upholstery, a replacement wheel(s) or any other part of your car that forms part of a pair or set the maximum we will pay is up to €10,000 to replace the matching parts of the damaged items.

Trailer(s)

We will extend the cover under this section to include loss of or damage to any trailer or non-motorised house box while either detached from your car or attached to your car, for the purposes of being operated or drawn, provided this is permitted by law.

Unless we agree otherwise, the most we will pay for this is €5,000. Your excess does not apply to any loss of or damage to the trailer under this cover.

Please note: We will not be liable for any loss, damage, liability, or injury arising out of any event which occurs while your car is;

1. pulling a trailer that is not allowed by law;
2. pulling more trailers than is allowed by law;
3. pulling a trailer which exceeds the maximum specified towing limit for your car;
4. pulling a trailer for hire and reward or payment.

Exclusions to section 1

We will not pay for:

1. loss in value, wear and tear, mechanical, electrical or electronic breakdown;
2. loss of use;
3. loss or damage over the agreed value of the car as shown in the policy schedule (unless the new car replacement cover applies);
4. any modifications unless they form part of the manufacturers standard specification or are optional extras that we have agreed to cover;
5. 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;
6. 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 similar legislation of any other applicable country); 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 loss of or damage to the car, which does not arise from an accidental, sudden or unforeseen cause;
8. loss or damage arising from confiscation or destruction by or under order of An Garda Síochana or any public authority;
9. any reduction in the value of the car following any loss of or damage to the car;
10. any loss or damage caused by a computer error or malfunction or an error in computer programming;
11. 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, by theft or attempted theft or if the car is damaged beyond economic repair in a single accident;
12. any car-phones, satellite navigation equipment, games consoles, radio CD and DVD players, televisions or similar equipment permanently fitted to the car in accordance with manufacturer's specifications if the cost of replacement is not included in the agreed value of the car as shown in the policy schedule;
13. loss of or damage to any property in or on any car or trailer;
14. loss of or damage to the car exceeding the market value if at the time of the event giving rise to the claim the car does not have a current and valid National Car Test (NCT) certificate.

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 (including any non-motorised trailer or caravan attached to 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 of liability for damages and claimants' costs and expenses in respect of bodily injury; and
- up to a limit of €30,000,000, the amount of liability for damages and claimants' costs and expenses in respect of damage to property,

arising as a result of an accident caused by or in connection with the driving of any other private car by you personally or a named driver shown under paragraph 5C of the current certificate of insurance, that has been issued to you for the car and remains in force.

This cover will only apply if –

1. 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;
2. the private car is not owned by any named driver, or hired under a hire-purchase agreement, a contract of lease hire or contract hire, by any named driver;
3. the private car is not owned by your employer or hired to them under a hire-purchase or lease agreement;
4. the private car is not owned by any named drivers employer or hired to them under a hire-purchase or lease agreement;
5. the private car is not available for regular use by you, a named driver, or a member of your family who permanently resides with you;
6. 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;
7. you or the named driver have the consent of the owner to drive the private car;
8. the private car is being used within the limits of use shown in the current certificate issued under this policy;
9. you still own and insure the car(s) shown in the policy schedule and the car has not been damaged beyond economic repair;
10. the private car is registered in Republic of Ireland
11. the private car is being driven within Republic of Ireland, (no cover applies if the private car is being driven outside the Republic of Ireland);

12. 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;
13. 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;
14. the private car is not owned by a member of your family who permanently resides with you, or hired under a hire-purchase agreement, a contract of lease hire or contract hire, by them.

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;
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 not covered by this policy; or
6. for any loss, damage, liability, or injury arising out of any event which happens while your car is pulling more trailers than is allowed by law.

Section 3 – Medical expenses and Emergency Treatment

We will pay:

- A. Up to €500 per person, for necessary **medical expenses** for you, your driver or passengers, incurred as a result of an accident. These medical expenses must arise out of injury to you, your driver or a passenger while occupying the car. This cover also applies if you, your driver or a passenger is injured by another motor vehicle or trailer while occupying the car.
The most we will pay for any one occurrence is €3,000. Your excess does not apply to this cover; 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 (or similar legislation of any other applicable country).

Section 4 – Personal Accident benefit

We will pay the following amounts for bodily injury to you or any named driver in the event that an accident involving the insured car during the period of insurance is the sole cause of the bodily injury covered –

We will pay the following amounts for:

	Bodily injury covered	Amount Payable
a	Death	€30,000
b	Total and permanent loss of sight in one or both eyes	€30,000
c	Loss of one or more limbs	€30,000
d	a career ending injury if you or a named driver is a professional sports person	€30,000

For the purpose of this section a career ending injury means irrecoverable disablement which permanently and totally incapacitates you or the named driver for a continuous period of 12 months, and is medically determined to have no likely hope of improvement sufficient to participate in their sport as a profession again.

Your excess does not apply to this cover.

Notes applying to Section 4

1. In the event of your death or that of any named driver insured the death benefit will be payable to the legal personal representatives.
2. Payment does not affect your “no claims discount”.

Exclusions applying to Section 4

We will not pay for

1. Any person insured
 - a. participating in racing, rallies, trials, speed testing or motor cycling at the time of the accident giving rise to the claim;
 - b. having a breath blood or urine alcohol/drug level above the legal limit shown in the Road Traffic Acts and any further regulation (or similar legislation of any other applicable country) at the time of the accident giving rise to the claim;
 - c. claiming more than one of the amounts payable under the benefits (a), (b) or (c) under this section in connection with the same accident;
 - d. residing permanently outside the Republic of Ireland.
2. Death or bodily injury
 - a. due to suicide or attempted suicide;
 - b. caused prolonged or aggravated by any pre-existing physical defect, illness, or infirmity;
 - c. which does not occur within six months from the date of accident.

Conditions which apply when settling claims under Section 4

Claims Settlement

Any person insured or their legal personal representatives must –

1. Advise us in writing as soon as possible after any accident which may give rise to a claim under this policy.
2. Produce at their own expense any medical certificates and any other evidence which we may require.

We will –

1. In the event of the death of any person insured be entitled to have a post-mortem examination at our expense.
2. Have the right to request any person insured to undergo medical examination at our expense.

Non assignment

No assignee will be entitled to any benefit under this policy.

Discharge of our Liability

The receipt of any person insured or their legal personal representatives to whom we have paid any benefit will be a full and valid discharge of our liability under the policy.

We do not provide this additional cover if the accident is caused directly or indirectly whilst you or a named insured person is under the influence. Your excess does not apply to this additional cover.

Section 5 – Endorsements

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

PC11 Excluding driving other cars

We have cancelled clauses

1. D of section 2 of this policy booklet headed 'Driving other cars', and
2. subsection 5 – Driving other Cars – Loss of or damage extension of section 7 of this policy booklet.

PC11b Excluding driving other cars for a driver(s)

We have cancelled subsection 5 – Driving other Cars – Loss of or damage extension of section 7 of this policy booklet for the driver(s) shown against this endorsement in the schedule. No cover is provided under subsection 5 for this driver(s).

PC15c Tracker Endorsement

For each event under section 1 of the policy booklet, we will not pay for loss of or damage to the car(s), (shown against this endorsement in the schedule), caused by theft or attempted theft unless the tracking device installed is operational with its maintenance or annual tracking subscription active at the time of the loss.

PC15d Garaging Endorsement

For each event under section 1 of the policy booklet, we will not pay for loss of or damage to the car(s), (shown against this endorsement in the schedule), caused by theft or attempted theft between the hours of 23:00hrs and 06:00hrs unless the car is locked in a garage or similar building and there is evidence of violent and/or forcible entry or exit from the building at the time of the loss. This exclusion is only applicable when your car is parked at the address shown against this endorsement in the schedule.

PC17a Mileage Endorsement

For each event under section 1 of the policy booklet, we will not pay for loss of or damage to the car(s), (shown against this endorsement in the schedule), if the mileage driven during the period of insurance exceeds the amount shown against this endorsement in the schedule.

PC20a Exclusion of Section 1 (Loss of or damage to the car) and Section 7 (Additional Benefits)

We have cancelled section 1 and section 7 of this policy booklet in respect of the car(s) shown against this endorsement in the schedule and no cover is provided under these sections.

PC20b Exclusion of Section 2 (Liability to Third Parties)

We have cancelled section 2 of this policy booklet in respect of the car(s) shown against this endorsement in the schedule and no cover is provided under this section.

PC22a Increased Driver Excess

For each event under section 1 of this policy booklet, we will not pay for the first amount shown against this endorsement in the schedule we would otherwise pay for loss of or damage to the car while the driver(s) shown against this endorsement in the schedule is driving the car or using but not driving the car.

If the car is not listed in the schedule, for each event under section 1 of this policy booklet, you will have to pay the first €1,000.

PC22b Increased Driver Excess for a Specified Car(s)

For each event under section 1 of this policy booklet, we will not pay for

1. the first amount shown against this endorsement in the schedule we would otherwise pay for loss of or damage to the car, while the driver(s) (shown against this endorsement in the schedule) is;
 - a. driving the car(s) shown against this endorsement in the schedule; or
 - b. using but not driving the car(s) shown against this endorsement in the schedule.

If the car is not listed in the schedule, for each event under section 1 of this policy booklet, you will have to pay the first €1,000.

PC302A Optional no-claim discount protection

You may make one unlimited claim in a three-year period without losing your no-claim discount. We will not take account of claims for windscreen breakage, fire or theft, or a claim we deem you are not responsible for causing, for the purposes of this endorsement.

Please note:

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

4. To be eligible to purchase optional no-claim bonus protection, the car it is purchased on must be allowed a 4 Year (60%) no-claims discount on this policy.

If you purchase optional no-claim discount protection your no claim discount will be reduced as shown below (following a second claim or incident giving rise to a claim under this policy, which we deem you are responsible for causing);

- C. 60% to 40%

For subsequent claims, no-claim discount step-back applies (see page 9)

Please note: you earn the no-claim discount on each car separately if you insure more than one car with us.

Section 6 – Personal belongings

We will pay up to €1,500 for any one event for any loss of or damage to personal belongings in the car caused by fire, accident, theft or attempted 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-claim discount.

Your excess does not apply to this additional cover.

Exclusions to Section 6

We will not pay for loss or damage to

1. stamps, documents or securities (such as share and premium bond Certificates);
2. goods or samples carried in connection with any trade;
3. any property in or on any trailer.

Section 7 – Additional Benefits

The additional benefits in each of the subsections shown below apply. The policy excess applies to these cover unless stated otherwise. The General Exceptions and Conditions within this policy booklet apply to each of the benefits shown below and are in addition to any exceptions and conditions which form part of such benefit.

Subsection 1 – Automatic temporary substitution cover

The definition of car is extended to include any private car loaned to you, by a registered garage or vehicle repairer as a courtesy car whilst your car, as described on your schedule and shown in the certificate, is being serviced or repaired for the duration of the work being carried out by the registered garage or vehicle repairer.

Subsection 2 – Carjacking and road rage

We will pay for the reasonable costs, as agreed by us, shown below which are incurred by you or a named driver whilst driving the car as a result of any one road rage or carjacking incident within the territorial limits, which occur during the period of insurance:

- a) up to €5,000 per person in respect of medical expenses incurred due to injuries sustained in a carjacking incident;
- b) up to €5,000 per person in respect of psychiatric services as prescribed by a physician psychologist or other mental health professional as a result of a carjacking incident;
- c) up to €5,000 per person in respect of loss of income.

The maximum we will pay during the period of insurance for all carjacking and road rage expenses is €20,000. Your excess does not apply to this additional cover.

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.

For the purpose of this subsection,

1. Carjacking is where you or a named driver is travelling in the insured car and an individual or group of individuals use violence or the threat of violence to unlawfully take (or attempt to take) the insured car or the property inside it. Anyone travelling in the insured car at the same time as you or the named driver is also covered for carjacking cover.
2. Road rage is where you or a named driver is subjected to a sudden unprovoked and violent physical attack while travelling in the insured car.

We will not pay for any claim under Subsection 2 – Carjacking and road rage:

1. for any expenses you can claim from any other source;
2. for any payment requested after the policy is cancelled or not renewed;
3. any expenses incurred without our prior approval and written permission;
4. arising from false reports of an incident of carjacking and road rage made by you, a household member, an insured person, your chauffeur or any person acting on behalf of you, a household member, an insured person, or your chauffeur, whether acting alone or in collusion with others;
5. caused by a person known to you, a household member, your chauffeur, or any person driving the car with your permission;
6. were you or named driver are not in the car at the time of the incident giving rise to the claim.

Subsection 3 – Child Car Seat Cover

We will pay for any loss of or damage to a child car seat fitted in the car, if your car is involved in an accident involving impact damage or damaged following fire or theft during the period of insurance. We will replace the child car seat with a new one of equivalent quality even if the child car seat itself is not damaged.

We will not pay for any claim under Subsection 3 – Child Car Seat Cover where:

1. the loss or damage is as a result of theft and there is no visible sign of forced or violent entry to the car.

The excess does not apply to this cover where the loss or damage is caused by fire or theft.

Subsection 4 – Disablement

If you or a named driver are permanently disabled as a direct result of injury following an accident giving rise to a valid claim under section 1 – Loss of or damage to the car or section 2 – Liability to third parties, we will pay up to €10,000 towards the cost of any necessary relevant modifications to the car.

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.

Your or the named drivers permanent disability must be confirmed in writing to us by a General Practitioner.

We will not pay for any claim under Subsection 4 – Disablement:

1. for expenses you can claim from any other source;
2. for any payment requested after the policy is cancelled or not renewed;
3. for any expenses incurred without our prior approval and written permission.

Subsection 5 – Driving other Cars – Loss of or damage extension

We will extend cover under section 1 – Loss of or damage to the car to include loss of or damage to any private car you or any named driver (shown as named under paragraph 5(B) or 5(C) of the certificate of insurance that has been issued under this policy and remains in force) are driving. This cover will only apply if:

1. it is shown that this cover applies under paragraph 5(B) or 5(C) of your certificate of insurance;
2. you or the named driver do not own the private car or 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. the private car is not owned by the named drivers employer or hired to them under a hire-purchase or lease agreement;
5. 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;
6. you or the named driver have the consent of the owner to drive the private car;
7. the private car is being used within the limits of use shown in the current certificate of insurance;
8. you still own and insure the car(s) shown in the policy schedule and the car has not been damaged beyond economic repair;
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;
11. You are responsible for the private car while it is in Your custody or control;
12. the private car is not available for regular use by you, a named driver, or a member of your family who permanently resides with you;
13. the private car is registered in the Republic of Ireland;
14. the private car is being driven within Republic of Ireland (no cover applies if the private car is being driven outside the Republic of Ireland);
15. you or the named driver driving (or in charge of the private car) hold a full current and valid driving licence to drive the private car for at least 5 years;
16. your or the named drivers driving of the private car is not covered by any other insurance policy;

17. the private car is not owned by your partner or household member;
18. any loss of or damage to the private car covered under this policy occurs in the Republic of Ireland during the period of insurance.

We will not pay for:

1. any exclusions under section 1 – Loss of or damage to the car;
2. loss of or damage over the current market value of the private car at the time of the loss;
3. loss of or damage to any vehicle, which is not a private car;
4. any loss of or damage to the private car while the car is being driven by (or is in the charge of, for the purpose of being driven by) any person who does not hold a full and valid driving licence to drive the private car for at least 5 years.

Please note: the General Exceptions and Conditions within this policy apply to this cover

Subsection 6 – Emergency transportation/accommodation

In circumstances which have given rise to a valid claim under section 1 – Loss of or damage to the car or section 2 – Liability to third parties, that occurs more than 80 kilometres (50 miles) from your or a named driver’s closest residence and you or a named driver incur emergency transportation or accommodation costs, we will pay for;

1. the cost of emergency transportation up to a maximum of €500;
2. up to a maximum of €1,000 for accommodation and meals.

Your excess does not apply to this cover.

Subsection 7 – Identity theft

We will cover you or a named insured person for the following expenses incurred as a direct result of an identity fraud involving the car:

1. solicitor fees to defend a claim against you or a named driver by financial institutions, to remove incorrect judgments, to challenge a consumer credit rating or to witness your or a named driver’s signature;
2. the cost of sending letters by certified post and making telephone calls to the police, financial institutions and credit agencies;
3. fees charged when you or a named driver re-apply for a loan that was originally rejected;
4. your or a named drivers lost earnings because of time off work to talk to the police, financial institutions or credit agencies.

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.

The most we will pay is €15,000 during the policy period.

We will not pay for any claim under Subsection 7 – Identity theft:

1. which is connected with your or a named drivers business, profession or occupation;
2. if you do not report the identity theft immediately on discovery to An Garda Síochána;
3. where the identity theft was caused by the deception or fraud, of a named driver, household member, or any family member who resides with a named driver;
4. any expenses incurred without our prior approval and written permission;
5. any losses incurred other than those listed in (a) to (d) above;
6. where you did not act to prevent further instances of loss following an insured incident.

Subsection 8 – Inability to drive due to ill health

If you or a named driver have been advised by the relevant licencing authority not to drive during the period of insurance as a result of being incapacitated due to a medical condition for more than 14 consecutive days, we will contribute towards your or a named driver’s alternative transportation costs, up to a maximum of €3,000 and for a maximum period of 12 months. Your excess does not apply to this cover.

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.

Your or a named driver’s inability to drive must be confirmed in writing to us by the persons General Practitioner every 30 days before we will make any payment under this subsection.

Please note: If your policy is cancelled or not renewed any payments for alternative transportation costs will cease from the date your policy cover expires. We will then have no further liability in relation to payments for such alternative transportation. The most we will pay for alternative transportation, is €3,000 regardless of the number of individuals unable to drive as a consequence of ill health in any one period of insurance.

We will not pay for any claim under Subsection 8 – Inability to drive due to ill health where:

1. any payment is requested after the policy is cancelled or not renewed;
2. any surgical or medical procedures had been scheduled or planned prior to the original cover start date of the policy;
3. you or a named driver were made aware of a medical condition, which would prevent you from driving, prior to the original cover start date of the policy;
4. you, or a named driver, are available to provide the alternative transportation for such person;

5. evidence of such alternative transportation cannot be provided in the form of original payment receipts;
6. you can claim for alternative transportation from any other source;
7. the incapacitation due to ill-health does not exceed 14 consecutive days;
8. the person claiming for alternative transportation does not remain in the Republic of Ireland during the period of ill health;
9. any expenses incurred without our prior approval and written permission.

Subsection 9 – Inability to drive following injury

If you or a named driver are unable to drive as a result of injury following an accident giving rise to a valid claim under section 1 – Loss of or damage to the car or section 2 – Liability to third parties, we will contribute towards alternative transportation costs, up to a maximum of €3,000 and for a maximum period of 12 months after the date of the incident giving rise to the claim.

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.

Your or a named driver’s inability to drive must be confirmed in writing to us by the person’s General Practitioner every 90 days from the date of the incident for this benefit to continue.

Please note: If your policy is cancelled or not renewed any payments for alternative transportation costs will cease from the date your policy cover expires. We will then have no further liability in relation to payments for such alternative transportation. The most we will pay for each event covered by this policy, for alternative transportation, is €3,000 regardless of the number of individuals unable to drive as a consequence of any one event.

Your excess does not apply to this additional cover.

We will not pay for any claim under Subsection 9 – Inability to drive following injury where :

1. 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 similar legislation of any other applicable country); 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;
2. any payment is requested after the policy is cancelled or not renewed;

3. evidence of such alternative transportation cannot be provided in the form of original payment receipts;
4. you can claim for alternative transportation from any other source;
5. any expenses incurred without our prior approval and written permission.

Subsection 10 – Motor Trade, Valet Services and Chauffeurs

In circumstances which have given rise to a valid claim under section 1 – Loss of or damage to the car, the excess will not apply if the car is involved in an accident whilst being driven with your consent by

1. an individual involved in the motor trade for the purposes necessitated by overhaul, upkeep and/or repair of the car for you;
2. an individual providing a valet service for the purpose of parking the car;
3. a chauffeur (a person paid by you to drive the car) not listed as a named driver but whose driving is covered by the terms of the certificate.

Subsection 11 – Multiple vehicle excess

If a valid claim is made under section 1 – Loss of or damage to the car, involving more than one of the car shown in your policy schedule the highest excess will apply to the loss.

Subsection 12 – New car replacement

Provided you are the original and sole registered owner of the car from new (other than a car dealership from who you bought the car), if within a period of 24 months from its date of first registration,

1. the car is stolen and not recovered, or
2. sustains loss or damage (in any single accident) in respect of which the cost of repair, reinstatement or replacement exceeds 50% of the Republic of Ireland list price of the car when new (as current at the time of the loss or damage),

we will at your request and subject to the consent of any other interested party known to us, replace the car with a new car of the same make and model.

If you are not the first registered owner of the car (other than a dealership) then new car replacement only applies if the car is less than 12 months old.

The cost of the replacement car must not exceed the agreed value, as shown in the policy schedule for the car, during the first period of insurance covering the car.

Subsection 13 – Psychiatric cover

In circumstances which have given rise to a valid claim under section 1 – Loss of or damage to the car, and if as a direct result of the incident giving rise to the claim you or a named driver is unable to drive we will pay up to a maximum of €5,000 for psychiatric services as recommended by a qualified mental health professional when incurred within 1 year of the date of the incident.

Please note: If your policy is cancelled or not renewed any payments for psychiatric services will cease from the date your policy cover expires. We will then have no further liability in relation to payments for such psychiatric services. The most we will pay for each event covered by this policy, for psychiatric services, is €5,000 regardless of the number of individuals unable to drive as a consequence of any one event.

Subsection 14 – Road tax (unexpired portion)

In circumstances which have given rise to a valid claim under section 1 – Loss of or damage to the car, where the car is declared a total loss, we will pay for the unexpired portion of the road tax on the car which is not capable of being recovered from the licencing authorities (motor tax office).

Subsection 15 – Uninsured driver commitment

If we make any payment under section 1 – Loss of or damage to the car for a road traffic accident where the uninsured driver of the other vehicle is found fully liable for the accident and at the time of the incident giving rise to the loss no other insurance policy covers the same loss, damage or liability Your no-claim discount will not be affected where You provide Us with:

- a. the vehicle registration number, make, model and colour of the other vehicle involved in the Road Traffic accident which was liable for the incident giving rise to the claim; and
- b. the details of the driver who was driving the other vehicle at the time of the incident giving rise to the claim and who was liable for the accident; and
- c. the details of the Investigating Garda and the Garda Station to whom this incident was reported.

We will not pay for;

1. any exclusions under section 1 – Loss of or damage to the car;
2. any loss of or damage to the car that does not occur during the period of insurance.

Please note: If a claim is made or arises under this policy in the period of insurance and remains outstanding, when your renewal is due, your no claim discount may be temporarily affected. When our investigations are complete and the driver of the other vehicle is found fully liable for the accident and we have established that no other insurance policy covers the same loss, We will restore your no claim discount and refund any additional premium you have paid.

Subsection 16 – 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 including the sunroof glass 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.

For our aligned windscreen repairers please phone: 1800 147 147

Any payment will not affect your no-claims discount (see page 13). **Please note:** we will not be liable for any expenses you accrue without our prior approval and we must verify the damage prior to any repair/replacement work being undertaken unless you are using our aligned windscreen repairers.

We will not pay for the following under Subsection 16 Windscreen damage:

1. damaged or broken glass to car's that are temporarily covered;
2. damaged to any mirrors or lights.

Section 8 – Motor Legal Expense Cover

Section 9 – European Motor Breakdown Assistance

Section 8 and 9 of this policy Booklet, which have been arranged by Dual Underwriting Ireland DAC, are underwritten by ARAG.

ARAG Legal Protection Limited is registered in Republic of Ireland number 639625. Registered address: Europa House, Harcourt Centre, Harcourt Street, Dublin 2, D02 WR20. ARAG Legal Protection Limited is regulated by the Central Bank of Ireland.

ARAG Legal Protection Limited is a cover holder of the insurer ARAG Insurance Company Limited, an Irish Branch of ARAG Allgemeine Versicherungs-AG. ARAG Insurance Company Limited is authorised and regulated by the Federal Financial Supervisory Authority, BaFin (firm reference number VU5455), the regulatory authority in Germany, and is regulated by the Central Bank of Ireland for Conduct of Business rules.

DUAL Private Client is a trading name of DUAL Underwriting Ireland DAC which is regulated by the Central Bank of Ireland. Registered No. 633531. Registered office: 98, St. Stephen's Green, Dublin 2 D02 V324,

How To Make a Claim under Section 8 or 9

We want your claim to be settled swiftly and in full so that you may put the event leading to a claim behind you as soon as possible. To make a claim for European Motor Breakdown Assistance or Legal Expenses call our 24 hour, 7 days a week helpline (calls may be monitored or recorded.):

Phone: 00 353 1 6640009

Motor Legal Expenses

Legal Expenses Services are provided by ARAG Legal Protection Limited. ARAG will aim to recover your uninsured losses, which may include the cost of repairing or replacing your vehicle, your excess, injury compensation and other out-of-pocket expenses

European Motor Breakdown Assistance

European Motor Breakdown Assistance is underwritten by ARAG. When reporting a claim you will be required to provide the following information:

- D.** Policyholder's name and policy number
- E.** Registration number of the insured vehicle
- F.** Make, model and colour of the insured vehicle.
- G.** Nature of the breakdown and location of the insured vehicle

In the event of a motor breakdown call the helpline Number : 00 353 1 6640009

Please see Section 9 of the Policy Booklet – European Motor Breakdown Assistance for full details of cover, terms and conditions.

Complaints Procedure under Section 8 or 9

We are proud of the service that we provide and of our careful selection of intermediaries that we entrust to service this policy. Occasionally, things may go wrong and if this happens we have a procedure in place to fully investigate your complaint and, where appropriate, to make changes to prevent a recurrence. If you are unhappy with any element of the cover we provide or any aspect of our service or have cause for complaint, please, in the first instance, contact the insurance intermediary that arranged the policy for you.

If you wish to make a complaint in relation to **Section 8** you can do so at any time by referring the matter to:

ARAG

Please write to our Head of Operations at ARAG Legal Protection Limited | Europa House | Harcourt Centre | Harcourt Street | Dublin 2 | D02 WR20. Or you can phone us during standard office hours on 01 670 7470 or email us at customerrelations@arag.ie. Details of our internal complaint handling procedures are available on request. If you are still not satisfied you can contact the Financial Services and Pensions Ombudsman (FSPO) at Lincoln House | Lincoln Place | Dublin 2 | D02 VH29. You can also contact them by emailing their Information Service at info@fspoi.ie or calling them on +353 1 567 7000. Website www.fspoi.ie You can also contact the Insurance Information Service at 5 Harbourmaster Place | IFSC | Dublin 1 | D01 E7E8 or by phoning 01 676 1820. Website www.insuranceireland.eu Using these services does not affect your right to take legal action

If you wish to make a complaint in relation to **Section 9** you can do so at any time by referring the matter to:

Ireland Assist

We will always try to give you a quality service. If you think we have let you down, you can contact us by: phoning 01 670 7470 emailing customerrelations@arag.ie writing to the Head of Operations at ARAG Legal Protection Limited | Europa House | Harcourt Centre | Harcourt Street | Dublin 2 | D02 WR20 Details of our internal complaint handling procedures are available on request. If you are still not satisfied you can contact the Financial Services and Pensions Ombudsman (FSPO) at Lincoln House | Lincoln Place | Dublin 2 | D02 VH29. You can also contact them by emailing their Information Service at info@fspoi.ie or calling them on +353 1 567 7000. Website www.fspoi.ie You can also contact the Insurance Information Service at 5 Harbourmaster Place | IFSC | Dublin 1 | D01 E7E8 or by phoning 01 676 1820. Website www.insuranceireland.eu. If you remain dissatisfied or you have not received a final decision within eight (8) weeks, you can refer your complaint to the Financial Services and Pensions Ombudsman (FSPO) at:

Financial Services and Pensions Ombudsman (FSPO),

Lincoln House,
Lincoln Place,
Dublin 2
D02 VH29

Local: 1890 882 090,
Phone: +353 1 567 7000, or
Email: info@fspo.ie
Website: www.fspo.ie

and/or

Insurance Ireland

Insurance Centre
5 Harbourmaster Place
IFSC
Dublin1

Phone: +353 1 676 1914,
Fax: +353 1 676 1943, or
Email: iis@insuranceireland.eu
Website: www.insuranceireland.eu

The Financial Services and Pensions Ombudsman will examine complaints from all customers, except limited companies with a turnover of €3 million and above. The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. Our ADR scheme is the Financial Services and Pensions Ombudsman, which can be contacted directly using the contact details above. For more information about ODR please visit <http://ec.europa.eu/odr>.

Section 8 – Motor Legal Expense Cover

This insurance is arranged by ARAG Legal Protection Limited.

ARAG Legal Protection Limited is registered in Republic of Ireland number 639625. Registered address: Europa House, Harcourt Centre, Harcourt Street, Dublin 2, D02 WR20. ARAG Legal Protection Limited is regulated by the Central Bank of Ireland.

ARAG Legal Protection Limited is a cover holder of the insurer ARAG Insurance Company Limited, an Irish Branch of ARAG Allgemeine Versicherungs-AG. ARAG Insurance Company Limited is authorised and regulated by the Federal Financial Supervisory Authority, BaFin (firm reference number VU5455), the regulatory authority in Germany, and is regulated by the Central Bank of Ireland for Conduct of Business rules.

Special definitions applying to this section of your policy

Date of Occurrence

For civil cases, the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date you or an insured person first became aware of it.)

Insured Incident

Accident loss recovery and personal injury.

Insured Person(s)

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

Insured vehicle

means any vehicle, or any private vehicle, including a courtesy vehicle, when used by you or a named insured person with the owner's permission. This does not include other vehicles owned by you or a named insured person, vehicles available for the regular use of you or a named insured person, or vehicles hired by any person other than you or a named insured person.

Insurer

ARAG Insurance Company Limited – a Branch of ARAG Allgemeine Versicherungs-AG.

Legal Costs

All reasonable and necessary costs charged by the representative on a party/party basis. Also the costs incurred by opponents in civil cases if an insured person has to pay them or pays them with our agreement.

Personal Injuries Assessment Board (PIAB)

An independent state body which assesses personal injury compensation.

Representative

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

Territorial Limits

The European Union (including the Republic of Ireland), the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland, and Turkey.

Uninsured Losses

Losses which an insured person has incurred as a result of a road traffic accident which was not their fault, and which are not covered under this motor insurance policy

We, us, our

means ARAG Legal Protection Limited.

You, Your

means the person named in the schedule as the policyholder and a spouse or partner that permanently resides with them.

What is covered

The **insurer** agrees to provide the insurance in this section, keeping to the terms, conditions and exclusions as long as:

- H. the **date of occurrence** of the **insured incident** happens during the period of insurance and within the **territorial limit**; and
- I. any legal proceedings will be dealt with by a court or other body which **we** agree to in the **territorial limit**; and
- J. 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.

Accident Loss Recovery And Personal Injury

Legal costs incurred to recover uninsured losses after an event which:

1. causes damage to the **insured vehicle** or to personal property in it; or
2. injures or kills an **insured person** while he or she is in or on the **insured vehicle**; or
3. injures or kills you while you are driving another motor car or motor cycle; or
4. 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.
 - a. If a **representative** is appointed by **us**, the **insurer** will pay the **legal costs** for **insured incidents** under this section.
 - b. For **insured incidents** involving the death of or injury to an **insured person** the insurer will pay the application fee required by the Personal Injuries Assessment Board (PIAB).
 - c. For all **insured incidents** **we** will help in appealing or defending an appeal provided that the **insured person** tells us that he or she wants **us** to appeal within the statutory time limits allowed. Before the **insurer** pays any **legal costs** for appeals, **we** must agree that it is more likely than not that the appeal will succeed.
 - d. The most the **insurer** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause, is €130,000.

Claims procedure

After a motor accident If **you** are involved in an accident, remember to write down as many details as possible, including the names and addresses of anyone who may have seen the accident. Let **us** have this information as soon as **you** can, either by giving it to **your** insurance adviser or by sending it to **us** at the address below. If **you** are not sure what to do after an accident, call **our** Legal Advice Service.

How we help you

Once **we** have accepted your claim, **we** aim to recover **your uninsured losses** from the other person who caused the accident. **Uninsured losses** could include the cost of repairing or replacing the **insured vehicle**, **your** motor insurance policy excess, compensation following injury or other out-of-pocket expenses. **We** normally recover your **uninsured losses** by appointing a lawyer to handle **your** claim. In most cases, **we** will choose the appointed lawyer for **you**. If an **insured person** has been injured or killed **we** will help to deal with their compensation claim through the Personal Injuries Assessment Board (PIAB).

Send your claim to:

Claims Department

ARAG Legal Protection Limited, Europa House, Harcourt Centre, Harcourt Street, Dublin, D02 WR20

Email: claims@arag.ie

Phone: 01 670 7470

When we cannot help

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

Special exclusions applying to this section

We will not pay for:

- K.** any claim where the **insured person** has failed to notify **us** of the **insured incident** within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering damages (or getting any other legal remedy that **we** have agreed to) or of making a successful defence.
- L.** any **legal costs** that are incurred before **we** agree to pay them.
- M.** any claim where the **insured vehicle** is being used by anyone who does not have valid motor insurance.
- N.** fines, damages or other penalties which an **insured person** is ordered to pay by a court or other authority.
- O.** any claim relating to the settlement payable under an insurance policy.
- P.** any disagreement with **us** that is not in Condition 8.

- Q. the cost of obtaining a medical report when registering a claim with the **Personal Injuries Assessment Board (PIAB)**.
- R. any legal action an **insured person** takes which **we** or the **representative** have not agreed to or where the **insured person** does anything that hinders **us** or the **representative**.
- S. **legal costs** arising from or relating to judicial review, coroner's inquest, fatal accident inquiry or injunctions.

Special conditions applying to this section

1. An **insured person** must:
 - a. keep to the terms and conditions of this policy;
 - b. try to prevent anything happening that may cause a claim;
 - c. take reasonable steps to keep any amount the insurer has to pay as low as possible;
 - d. send everything **we** ask for, in writing;
 - e. give **us** full in writing of any claim as soon as possible and give **us** any information we need.
2.
 - a. We can take over and conduct in the name of an insured person, any claim or legal proceedings at any time. We can negotiate any claim on behalf of an insured person.
 - b. An **insured person** is free to choose a **representative** (by sending us a suitably qualified person's name and address) if:
 - i. **we** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an **insured person** in those proceedings; or
 - ii. there is a conflict of interest.

We may choose not to accept an insured person's choice, but only in exceptional circumstances. If there is a disagreement over the choice of representative in these circumstances, the insured person may choose another suitably qualified person.

- c. In all circumstances except those in 2(b) above, we are free to choose a representative.
 - d. Any representative will be appointed by us to represent the insured person according to our standard terms of appointment. The representative must co-operate fully with us at all times.
 - e. We will have direct contact with the representative.
 - f. An insured person must co-operate fully with us and the representative and must keep us up to date with the progress of the claim.
 - g. An insured person must give the representative any instructions that we require.
3.
 - a. An insured person must tell us if anyone offers to settle a claim.
 - b. If an insured person does not accept a reasonable offer to settle a claim, the insurer may refuse to pay any further legal costs.

- c. We may decide to pay the insured person the amount of damages that the insured person is claiming, or which is being claimed against them, instead of starting or continuing legal proceedings.
4. An insured person must
 - iii. tell the representative to have the legal costs taxed, assessed or audited, if we ask for this;
 - iv. take every step to recover legal costs that the insurer has to pay, and must pay the insurer any legal costs that are recovered.
 5. If the representative refuses to continue acting for an insured person with good reason, or if an insured person dismisses the representative without good reason, the cover we provide will end at once, unless we agree to appoint another representative.
 6. If an insured person settles a claim or withdraws it without our agreement, or does not give suitable instructions to a representative, the cover we provide will end at once and we will be entitled to reclaim from you legal costs the insurer has paid.
 7. Apart from us, you are the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it.
 8. If there is a disagreement between the insured person and us about the handling of a claim and it is not resolved through our internal complaints procedure the insured person can contact the Financial Services and Pensions Ombudsman (FSPO) for help. Details available from www.fspo.ie. Alternatively there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by the insured person and us. If there is a disagreement over the choice of arbitrator, we will ask the Chartered Institute of Arbitrators to decide.
 9. We may require the insured person to get, at their own expense, an opinion from an expert, that we consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by us and the cost agreed in writing between the insured person and us. Subject to this the insurer will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the insured person will recover damages (or obtain any other legal remedy that we have agreed to) or make a successful defence.
 10. We will, at our discretion, void this section of the policy (make it invalid) from the date of claim, or alleged claim, and/or the insurer will not pay the claim if:
 - v. claim the insured person has made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
 - vi. false declaration or statement is made in support of a claim.
 11. The insurer 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.
 12. All acts of the Oireachtas within the policy wording shall include any amendment or replacement legislation.

Section 9 – European Motor Breakdown Assistance

This European Motor Breakdown Assistance Cover is underwritten by **ARAG**.

This section of **your policy** provides roadside assistance, vehicle recovery, home assist, overnight accommodation, alternative travel, European assistance, and message relay as detailed below for any **eligible vehicle** within the **territorial limits**.

The General Terms, General Conditions and General Exclusions all apply to this section of the **policy**.

What is Covered

We will cover up to six **breakdowns** during the **period of insurance** where an **insured person(s)** is travelling in an **eligible vehicle** or another person is driving **your insured vehicle** with **your** permission at the time of the **breakdown**. The most **we** will pay during the **period of insurance** for this section of the **policy** is €15,000. **We** agree to provide the assistance services in this section of the policy keeping to the terms, conditions and exclusions as long as the **breakdown** happens during the period of insurance and within the **territorial limits**. After **we** have dealt with your sixth **breakdown**, this section of **your policy** becomes void. In such circumstances, or if the service **you** require is not provided for under the terms of this section of the **policy**, **we** will try if **you** wish to arrange it at **your** expense.

Special definitions applying to this section of your policy

ARAG

means ARAG Legal Protection Limited of Europa House, Harcourt Center, Harcourt Street, Dublin 2. ARAG Legal Protection Limited are authorised under a cover holder agreement to administer this insurance on behalf of the insurer, ARAG Insurance Company Limited.

Breakdown

An electrical or mechanical failure, accident, vandalism, fire, theft or attempted theft, flat battery, ignition key breakage or loss, accidental damage to tyres, running out of fuel or putting the wrong fuel in your vehicle, occurring during the period of insurance which immediately renders the eligible vehicle immobile.

Eligible vehicle

The car, motorcycle, van, horsebox, or campervan in which an insured person is travelling at the time of the breakdown, or any car, motorcycle, van, horsebox, or campervan which is listed as an insured vehicle on the policy schedule which displays Irish registration plates and is ordinarily kept in the Republic of Ireland.

Insured person(s)

You or any driver who is named on the policy schedule.

Period of insurance

means the period of insurance shown in your most recent schedule.

Policy

means this policy wording including the schedule, any endorsements, any amendment to cover notice.

Recovery operator

The independent technician we appoint to attend the breakdown.

Territorial limit

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (West of the Bosphorus).

We, us, our

ARAG.

You, Your

means the person named in the schedule as the policyholder and a spouse or partner that permanently resides with them.

Services Provided

Roadside Assistance

We will pay the callout charge and up to one hour’s labour costs for a **recovery operator** to attend the scene of the **breakdown**, and where possible, carry out emergency repairs

Vehicle Recovery

If the **eligible vehicle** cannot be repaired within one hour at the scene of the **breakdown**, **we** will pay for the cost of transporting the **eligible vehicle**, the driver and up to 7 passengers to a suitable repairer, your home address, or the **insured person’s** original destination.

Home Assist

We will send help to **your** home address in the event of a **breakdown**.

If, in the opinion of the **recovery operator**, they are unable to repair the **eligible vehicle** at the roadside, **we** will arrange and pay for the **eligible vehicle** and the driver to be transported to the nearest garage which is able to undertake the repair.

Overnight Accommodation

If **we** decide to provide overnight accommodation **we** will pay up to €100 per person for one night for the driver and up to 7 passengers.

You must pay the hotel bill, but **we** will pay you back on receipt of the relevant bill(s) subject to the €800 limit.

Alternative Travel

If the **eligible vehicle** is taken to the nearest garage able to undertake the repair and the repair cannot be completed within the same working day, **we** will pay up to €250.00 towards the cost of alternative transport or car hire. **We** will also pay the cost of a single standard rail ticket for one person to return and collect the **eligible vehicle**. This service can only be used to complete a journey whilst the **eligible vehicle** is being repaired a minimum of 25 miles away from **your** home address.

European Assistance

This section applies to any **breakdown** occurring outside the Republic of Ireland.

We will pay the callout charge and up to one hour's labour costs for a recovery operator to attend the scene of the **breakdown** and either carry out emergency repairs or transport the **eligible vehicle**, the driver, and up to 7 passengers to the nearest garage able to undertake the repair.

If the **eligible vehicle** cannot be repaired within 48 hours or by your intended departure, whichever is the later, we will arrange for the **eligible vehicle**, the driver and up to 7 passengers to be transported to your home address. During this period **we** will reimburse the costs of alternative accommodation and alternative transport up to the value of €750 when **we** have received a valid receipt. Payment will be made in accordance with the exchange rate on the date of the claim.

Due to local regulations and customs, the **insured person** may be required to provide copies of their driver's licence and the relevant registration document for the **eligible vehicle**. **You** will be held liable for any costs incurred if copies of the **insured person's** driver's licence or relevant registration document are not immediately available.

Due to differing national standards and infrastructures abroad assistance may take longer in arriving. **We** will not be held liable for any delays encountered. In the event of a breakdown occurring on a continental motorway or major public road, **we** are sometimes unable to assist and **you** will often need to obtain assistance via the SOS phones. The local services will tow the **eligible vehicle** to a place of safety and **you** will be required to pay for the service immediately. **You** can then contact **us** for further assistance. **We** will pay a maximum of €200.00 towards reimbursement of these costs when **we** have received a valid receipt. Payment will be made in accordance with the exchange rate on the date of the claim.

Message Relay

When **you** claim for any breakdown **we** will forward a message to a member of **your** family, friend or work colleague if **you** would like this.

When We Cannot Help

Our approved agents cannot work on **your** vehicle if it is unattended. Please do not arrange assistance before **we** have agreed. If **you** do, **we** will not pay the costs involved.

Special Exclusions

The breakdown of the eligible vehicle

- T.** If it has knowingly been driven in an unsafe unroadworthy condition;
- U.** Which occurs while the **eligible vehicle** is being used for motor racing, trials, rallying, pace-making or speed testing or for hire or reward;
- V.** If it exceeds 3,500 kg gross vehicle weight, 5.18 metres long, 1.905 metres wide, or 2.44 metres high;
- W.** If it cannot be reached due to sand, mud, snow, or flood;
- X.** Where **we** have provided assistance for any symptoms related to a claim which has been made within the last 28 days, unless the **eligible vehicle** has been fully repaired at a suitable garage, declared fit to drive by the **recovery operator** or is in transit to a pre-booked appointment at a suitable garage.

The cost of

- Y.** Any vehicle storage charges incurred when you are using our services;
- Z.** Removing contaminated fuel, supplying replacement parts, fluids or fuel or any other materials used in repairing your vehicle;
- AA.** Any other repairs except those at the scene of the breakdown;
- BB.** Replacing broken windows or keys;
- CC.** Parking charges or fines;
- DD.** Anything which you would have incurred had no claim arisen
- EE.** Any charges arising from an insured person's failure to comply with our instructions or our approved agents' instructions in respect of the assistance being provided;
- FF.** Any costs incurred before you have notified us of the breakdown;
- GG.** Any vehicle which cannot be recovered by a standard trailer or transporter;
- HH.** The recovery of a caravan or trailer on tow which exceeds 7 metres/23 feet in length (not including the length of the A frame or hitch).

Special Conditions Applying to this Section

An **insured person** must keep to the terms and conditions of this section of the **policy**.

At all times during the **period of insurance**, the **eligible vehicle** must be maintained in a roadworthy condition and regularly serviced.

We can cancel this section of the **policy** at any time and **we** will always do so after **we** have dealt with **your** sixth claim in the **period of insurance**.

An **insured person** must be present with the vehicle when the **recovery operator** arrives.

We will make every effort to provide the service at all times, but **we** will not be responsible for any liability arising from breakdown of the service.

The transportation of any animal or livestock is undertaken solely at **your** discretion and **we** accept no liability for the safety or welfare of any animal or livestock during its transportation.

This **policy** does not cover any damage to the **eligible vehicle** or its contents whilst being recovered, stored or repaired and any liability arising from any act performed in the execution of the assistance services provided. **We** will not pay for any losses that are not directly covered by the terms and conditions of this **policy**. For example, **we** will not pay for **you** to collect the **eligible vehicle** from a repairer or for any time that has to be taken off work because of a **breakdown**.

If the **eligible vehicle** is beyond economical repair **we** have the option to offer the market value of the **eligible vehicle** to **you** and pay for alternative transport home.



PRIVATE CLIENT

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016640001

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