123.ie

Simple is smarter.

# 123GO
## Car Insurance Policy

## Thank you for choosing 123.ie and RSA Insurance Ireland DAC.

We're delighted to have You on board. Here's to the start of a beautiful friendship.

## Private Car Insurance Policy

Please read this policy booklet, as well as Your Statement of Facts, Insurance Schedule and Certificate of Motor Insurance to ensure You understand what You are covered for (don't worry if You don't know what any of this means – We'll explain it as We go on).

If You notice any mistakes or have any queries, get in touch with Us straight away.

We recommend keeping all insurance documents in a safe place for future reference.

## Important Numbers

If You need to get in touch, just give Us a call on 01 241 8540 or if You need the claims line, You can catch them on 01 290 1999.

# INFORMATION IN RELATION TO MAKING A CLAIM

What to do when an accident occurs;

- Do not accept responsibility for the accident.
- Take note of the registration numbers of the vehicles involved along with the insurance details available from the windscreen disc.
- Note the names and addresses of the individuals involved.
- Notify the local policing authorities immediately
- Where possible take photographs or sketch the accident scene noting the position of the vehicles involved.
- Keep a record of the name, address and phone number of any witnesses.

We understand that these things happen and We want You to leave the stressful part to Us. That's why Our claims assist team are available 24/7, 365 days of the year. You are with Us now, and help is just a phone call away.

1. If You have an incident, You should call Our claims team within a reasonable time to notify them of the details. They'll tell You everything You need to know, advise You of the next steps and send out the necessary forms You will need, if You wish to make a claim. You can call them on 01 290 1999.

2. We've got a network of repairers on the ready, specifically approved by Us, to help You out. If Your Car cannot be driven (and You have comprehensive cover), Our repairer will tow it to their garage for You and get started on the repairs. If You want to use Your own repairer who is not specifically approved by Us You can do so, subject to the terms and conditions set out under 'Clauses applicable to Sections 3 and 4', sub-section 'D. Repair Authority' within this policy booklet.

3. An Excess is the first amount of any claim that You have to pay. The Excess that applies to Your Policy is shown in Your Insurance Schedule. An Excess only applies to claims made under 'Section 3 Accidental Damage to Your Car' and/or 'Section 4 Loss of or Damage to Your Car caused by Fire or Theft'.
   When repairs have been completed You may have to pay the Excess directly to the repairer before You can take delivery of Your Car. For example, if Your Excess is €300 and Your claim is worth €1,000, You will pay the first €300 and We will pay the remaining €700.

For full details of Your requirements in the event of a claim, please see Section entitled 'Conditions that apply to the whole Policy', Condition 2 'Accident and Claims Procedure' and Condition 3 'Conduct of Claims'.

### Breakdown Assistance

It's bound to happen to You at some stage in Your driving life, and if it does, We'll be by Your side. You can check out the details of the cover as well as Your requirements in the event of a claim in 'Section 12 Motor Breakdown Assistance' or just get in touch with the breakdown team on 01 241 8572.

### Keycare Cover

Keycare cover will only apply where Your Policy has comprehensive cover.

Full details of this cover as well as Your requirements in the event of a claim are set out in 'Section 15 Keycare Cover'. If You need to make a claim under this section call 01 518 1412. Remember to have Your FOB ID Number to hand (We sent this out to You with Your key fob). You have to report Your Keycare claim as soon as possible and no later than 30 days of it happening.

## CUSTOMER SERVICE COMPLAINTS PROCEDURE

At 123.ie, We believe that simple is smarter, so all of Our processes are as simple as We could possibly make them for You. We also take pride in Our team who strive to deliver impeccable customer service at all times. However, if for any reason You're not happy with Your experience or service received, You can lodge Your complaint with Our customer assurance team. Their details are below:

- Address: 123.ie, Customer Assurance Team, RSA House, Dundrum Town Centre, Sandyford Road, Dublin 16, D16FC92
- Phone: 01 5246000
- Email: complaints@123.ie

If Your complaint is to do with a claim, please contact the RSA customer service team, details below:

- Address: RSA Insurance Ireland DAC, RSA House, Dundrum Town Centre, Sandyford Road, Dublin 16, D16FC92.
- Phone: 01 2901000
- Email: complaints@ie.rsagroup.com

In the event of Your complaint not being resolved to Your satisfaction You may contact Insurance Ireland's Insurance Information Service or the Financial Services and Pensions Ombudsman.

- Address: Insurance Ireland's Insurance Information Service, Insurance Centre, 5 Harbourmaster Place, IFSC, Dublin 1, DO1 E7E8.
- Phone: 01 676 1820
- Email: feedback@insuranceireland.eu,

- Address: Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29.
- Phone: 01 567 7000
- Email: info@fspo.ie

*IMPORTANT: Please note that NOT ALL sections listed below may apply to Your Policy. Please check Your Insurance Schedule to find out which sections do apply to You and Your Policy.*

# CONTENTS PAGE


| | |
|---|---|
| Definitions | 5-6 |
| Duty Of Disclosure | 7 |
| Important Information | 8-9 |
| 123GO Car Insurance | 10-13 |
| Section 1 Legal Liability to Others | 14-15 |
| Section 2 Driving other Motor Cars | 16 |
| Section 3 Accidental Damage to Your Car | 17 |
| Section 4 Loss of or Damage to Your Car caused by Fire or Theft | 16-19 |
| Section 5 Windscreen and Window Damage | 19-20 |
| Section 6 Using Your Car Abroad | 20 |
| Section 7 No Claim Discount Protection | 21-22 |
| Section 8 Personal Accident Benefits | 22 |
| Section 9 Personal Belongings | 22-23 |
| Section 10 Accident and Emergency Cover | 23 |
| Section 11 Emergency Overnight Accommodation | 24 |
| Section 12 Breakdown Assistance | 24-27 |
| Section 13 No Claim Discount - Step-Back | 27 |
| Section 14 Notes | 28 |
| Section 15 Keycare Cover | 29-31 |
| General Exclusions That Apply To The Whole Policy | 32-33 |
| Conditions That Apply To The Whole Policy | 34-38 |

# DEFINITIONS:

Do You ever come across terms in Your insurance documents but never know what exactly they mean? Well, We've simplified them for You here. The following words shall have the same meaning wherever they appear in the Policy and they will be capitalised in this booklet.

**Available Kilometres:** The remaining distance which the Policy allows Your Car to be driven during the current Complete Year of Insurance. You will receive regular notifications of your remaining Kilometres.

**Certificate of Motor Insurance:** The document which is evidence that You have the minimum motor insurance required by law and which shows the registration number of Your Car, who may drive it and the purposes for which it may be used.

**Complete Year of Insurance:** A 12-month period from the start of the Policy and from any further renewal date of the Policy.

**Careless/Dangerous Driving:** A charge or conviction under Section 52/Section 53 of the Road Traffic Acts 1961.

**Excess:** The first amount of any claim which You have to pay.

**Insured:** This is the person named as the Insured on the Insurance Schedule and the Certificate of Motor Insurance.

**Insured Person:** A person entitled to cover under 'Section 1 - Legal Liability to Others' of the Policy as described in sub-sections 1 and 2 of 'Section 1 - Legal Liability to Others'.

**Market Value:** The amount You would have got for Your Car if You offered it for sale.

**Pre Accident Value:** The market value of Your Car immediately before the incident but not exceeding any value declared to Us by You prior to any loss or damage.

**No Claims Discount:** A discount in Your renewal premium where there has been no claim on Your Policy during the current Complete Year of Insurance.

**Personal Belongings:** Property normally worn, carried or used about the person in everyday life.

**Policy:** Your Policy is made up of Your Statement of Facts (and any accompanying information You have provided to Us), the Insurance Schedule, the Certificate of Motor Insurance and this policy booklet. The Policy is the contract of insurance between You and Us.

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

**Insurance Schedule:** The document which sets out Your details, details of any named drivers, the period of insurance and the sections of the Policy that apply to You.

**Spouse/Civil Partner:** Legally married husband/wife or legally recognised Civil Partner.

**Statement of Fact:** A record of information provided by You which describes You and any details specific to You and details of the car. It contains the most up to date record We have of Your risk details, Your previous responses to specific questions, and or statements that You previously confirmed were true. We rely on these details when deciding to provide cover, calculating the premium and applying terms and conditions to Your Policy.

**123GO Box:** The device supplied and fitted to Your Car by Us which collects and transmits data about each journey Your Car makes.

**Top Up Kilometres:** The option given to You to increase the Available Kilometres permitted under the Policy in any one Complete Year of Insurance.

**We / Us / Our:** RSA Insurance Ireland DAC, its agents and anyone We may appoint to act on Our behalf.

**You / Your:** The person named as the Insured on the Insurance Schedule and Certificate of Motor Insurance.

**Your Car:** The car registration number that appears on a valid Certificate of Motor Insurance and Insurance Schedule issued to You under this Policy or any car that We agree to temporarily transfer cover onto in place of the car that is identified on the current Certificate of Motor Insurance. The car which is permanently insured under Your Policy must be owned by You or Your Spouse/Civil Partner.

# DUTY OF DISCLOSURE

You are under a duty to answer all the questions that have been asked, honestly and with reasonable care and attention. These questions are material in determining if We can accept this risk, what terms are applied and what premium is charged.

If You do not answer these questions honestly and with reasonable care and attention, We may use the remedies available to Us under the Consumer Insurance Contracts Act 2019 (and any subsequent amending legislation) including the remedy to cancel the contract, reject a claim or to limit the amount We pay in the event of a claim.

Should any of these actions be taken against You, then You will be obliged to disclose this on any future request for cover or quotation, which may cause You difficulty in trying to purchase insurance elsewhere. Check the information carefully in Your Statement of Fact/Policy Schedule. You should ensure this information is accurate and let Us know of any errors. If any of the information is incorrect, please contact Us.

Please note that You are obliged to notify Us immediately if any of the following occur:

• If You or a named driver

- receive penalty points

- receive or have any prosecutions pending or have been suspended from driving

- change occupation

• If the use of Your vehicle has changed e.g. You intend using it for business use

• If the vehicle has been modified outside of manufacturer's specification

• If You are changing vehicle or adding/deleting named drivers

# IMPORTANT INFORMATION

## Contract Law
The parties to a contract of insurance covering a risk situated in the Republic of Ireland, are permitted to choose the law applicable to the contract. We propose that the contract will be governed by Irish Law.

## Language
Communications between You and Us about this Policy will be in English.

## Insurer
The insurer that You have entered a contract with is RSA Insurance Ireland DAC. RSA is a registered business name of RSA Insurance Ireland Designated Activity Company (DAC). RSA Insurance Ireland DAC trading as RSA is regulated by the Central Bank of Ireland. Registered in Ireland under number 148094 with registered office at RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16 DC16 FC92. The underwriter is RSA Insurance Ireland DAC which is a member of the RSA Group. Phone 01 2901000 Outside Ireland Phone: +353 1 290 1000.

## Section 93 of the Insurance Act 1936
In accordance with Section 93 of the Insurance Act 1936, all monies which become or may become due under this Policy will be payable and paid in the Republic of Ireland.

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

## Currency
All monies which become due under the Policy shall be paid or payable in Euro currency unless otherwise agreed by Us.

## Singular or plural
Any reference to the singular will include the plural or vice versa.

## Legislation
Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.

## Headings
Any heading in this Policy is for ease of reference only and does not affect its interpretation.

## Definitions
If a word or phrase has a specific meaning in any of these documents, it will have the same meaning wherever it appears.

# AGREEMENT

## You and We agree the following:

1. The Statement of Facts and the declaration contained in the Statement of Facts are part of this contract.

2. We will provide insurance under the terms of this Policy, during the Complete Year of Insurance, for accident, injury, loss or damage occurring in the Republic of Ireland, Northern Ireland, Great Britain, The Isle of Man or the Channel Islands, or while Your Car is in transit between these places by sea or while transiting the Channel Tunnel including any loading and unloading of Your Car.

3. Before We can make any payment under this Policy, the following requirements must be met:
   - You must comply with the terms and conditions of the Policy.
   - There must be no exceptions or exclusions which apply.
   - You must have paid the premium.
   - The answers given in the Statement of Facts must be given honestly and with reasonable care and attention.

# 123GO Car Insurance

## 1. Introduction to 123GO Car Insurance

It is a condition of this Policy that You have a 123GO Box installed in Your Car and that it remains in use at all times. Please refer to Section entitled '123GO Box Installation' for full details on installation.

The data and any personal information You provide Us will be dealt with in accordance with our data protection statement, a copy of which is provided with the Policy. Your rights in relation to the information that is held by Us are also set out there.

123GO is a kilometres based product and so You need to ensure that you purchase sufficient kilometres for the Complete Year of Insurance. If You exceed your kilometres You will no longer be able to drive under the Policy unless You purchase Top Up Kilometres. Please refer to Section entitled 'Top Up Kilometres' for more details on this.

It is your responsibility to notify any authorised person that drives Your Car that a 123GO Box has been installed in Your Car and that their journey will be monitored.

## 2. 123GO Box Installation

It is Your responsibility to ensure that You have the agreement of any co-owner, hire purchase company, or other person that has a legal interest in Your Car, to having a 123GO Box fitted in Your Car before it is installed.

### When You take out the Policy

Once the Policy has been purchased, We will contact You to arrange the installation of Your 123GO Box. You will be required to make Your Car available at an agreed location. If the 123GO Box is not fitted within 14 days of the Policy purchase date or by the date We agreed for installation, We may cancel Your Policy as per the terms outlined in the 'Conditions That Apply To The Whole Policy' section, sub-section '11(a) Cancellation'.

### Fitting the 123GO Box

We will fit the 123GO Box at a mutually convenient time at (or near) Your home or place of work or study within mainland Republic of Ireland, provided it is safe to do so.

You are required to meet any expenses associated with getting Your Car to the agreed location.

During the installation process the technician will:

- Check Your Car matches the details of the car You provided Us;
- Photograph your car and the installed 123GO box for reference in any future queries.

If Your Car fails the installation process, the installation cannot be completed until You contact 123.ie, who will advise You of any action that needs to be taken.

**Change of car**

We will need to install a new 123GO Box if You change Your Car. Your existing 123GO Box will not be removed but we will terminate the collection of data.

When You contact Us to tell Us of a change of car We will agree a date by which You have to have the new 123GO Box fitted. You will need to make Your Car available at an agreed location prior to this date. If the 123GO Box is not fitted, We may cancel Your Policy as per the terms outlined in the 'Conditions That Apply To The Whole Policy' section, sub-section '11(a) Cancellation'.

As in the case of initial installation outlined above, We will fit the 123GO Box at a mutually convenient time at (or near) Your home or place of work or study within mainland Republic of Ireland, provided it is safe to do so.

You are required to meet any expenses associated with getting Your Car to the agreed location.

## 3. Operations of 123GO Box

Your 123GO Box will measure and transmit various aspects of how Your Car is driven. These measurements will include Your speed throughout Your journey, braking frequency and force, acceleration, cornering and sudden manoeuvres, kilometres travelled, time and date of travel and Your Car's location. The 123GO Box will continue to record whether being driven or not and regardless who is driving the Car.

The above data is used by Us as follows:

- To contribute toward the calculation of insurance premiums and assessment of risks;
- To help Us determine the circumstances surrounding any claim under Your Policy;
- To determine Your Available Kilometres and
- To identify unacceptable driving as detailed below.

**Accident Detection**

If You are involved in an accident, the 123GO Box may trigger an alert message to Us, and if Your Car is not moving, We may try to contact You.

If You need assistance We'll be happy to help You on Your way or arrange for Your Car to be recovered to one of our repairers. If We cannot contact You, We will send an SMS text message asking You to contact Us. We will only try to contact the number provided by You.

Do not assume We will contact You, or any emergency services, after an accident has occurred. We will try to make contact with You, and, if We think it necessary, We will contact the emergency services, however You should take all appropriate steps to protect Your safety and report any incident to the appropriate emergency services and to Us.

**Data Capture**

If data from Your 123GO Box is not collected for a period of 21 consecutive days or longer, We will contact You. We may request that Your Car is started or driven so We can verify there isn't a defect. If You do not respond to our requests, We may cancel Your Policy as per the terms outlined in the 'Conditions That Apply To The Whole Policy' section, sub-section '11(a) Cancellation'.

**123GO Box Faults**

If during the monitoring of data from Your 123GO Box We suspect that there is any defect in the operation of Your 123GO Box We will contact You to arrange for the defect to be rectified. You must also contact Us if You believe for any reason that the 123GO Box may be defective in some way.

We will contact You to arrange for the defect to be investigated and rectified. If You do not respond to our requests We may cancel Your Policy as per the terms outlined in the 'Conditions That Apply To The Whole Policy' section, sub-section '11(a) Cancellation'.

We will not be responsible for any faults or damage or the cost of replacing the 123GO Box if the fault or damage is caused by You, or anyone other than Us.

To the extent permitted by law, We will not be held responsible for any loss, damage, liability or costs arising out of or in connection with the use of the 123GO Box.

Where you experience problems with the 123GO Box or you become aware that the 123GO Box has been subject to tampering you are required to contact Us as soon as possible.

**Tampering**

The 123GO Box has attack safeguards and tamper controls and it is a condition of this Policy that You will not permit any unauthorised interference with the 123GO Box by any person.

If We detect any unauthorised interference with the 123GO Box or any interference with the signal emitted from the 123GO Box, the warranty of the 123GO Box as detailed below will be invalidated and We may cancel Your Policy as per the terms outlined in the 'Conditions That Apply To The Whole Policy' section, sub-section '11(a) Cancellation'.

### Top Up Kilometres

Your Policy only provides cover for the number of kilometres shown on Your Insurance Schedule. The 123GO Box in Your Car is used to record the number of kilometres driven by Your Car. You will receive regular notifications of your remaining Kilometres.

Before You run out of Available Kilometres You will need to contact Us (or We may contact You) and take one of the following actions:

- You may purchase Top Up Kilometres for an additional premium;
- You may not drive Your Car for the remainder of the current Complete Year of Insurance;
- You may cancel Your Policy.

If You fail to agree to one of these options We may cancel Your Policy as per the terms outlined in the 'Conditions That Apply To The Whole Policy' section, sub-section '11(a) Cancellation' as soon as the amount of Available Kilometres has been exhausted.

Please note, Your Available Kilometres and any Top Up Kilometres purchased can only be used in the current Complete Year of Insurance and cannot be carried forward to any subsequent Complete Year of Insurance.

### 123GO Box Warranty

Once the 123GO Box has been installed We will provide a warranty from the date of installation for:

- faulty design or specification
- defective workmanship
- defective materials

### Unacceptable Driving

In addition to Our right to cancel Your Policy as outlined in the 'Conditions That Apply To The Whole Policy' section, sub-section '11(a) Cancellation', We may also cancel Your Policy based on the information collected by the 123GO Box, which includes, but is not limited to, information as to whether or not Your Car is being driven above the legal speed limit.

# SECTION 1
## Legal Liability to Others
### What is Covered

### 1 Your Cover while driving or using Your Car

a) We will cover You against legal liability for damages and claimant's costs and expenses in respect of:
- death of, or bodily injury to, any person; and
- accidental damage to property belonging to other persons up to €30 million in the event of any accident caused by, through or in connection with:
  - (i) Your Car;
  - (ii) Any trailer or disabled mechanically propelled vehicle being towed by Your Car as permitted by law; or
  - (iii) Any detached single-axle trailer belonging to You provided that trailer is not exceeding one half tonne unladen weight but excluding caravans, mobile homes, trailer tents, boat trailers and any trailer which incorporates machinery or other equipment

b) We will pay the solicitor's fee (incurred with Our prior written permission) for:
(i) Representation at any coroner's inquest;
(ii) Representation in any court of summary jurisdiction to defend You against any civil legal action taken as a result of the accident;
If they relate to an incident which is referred to in 1 a) above.

c) We will also arrange and pay costs for legal services up to €5,000 to defend You against legal action for manslaughter or causing death by Careless or Dangerous Driving if the death in connection with this charge is the subject of cover under this Section.

### 2 Cover for Other People

We will cover the following people in the same terms as 'Sub Section 1 - Your Cover while driving or using Your Car', as outlined above:

a) Anyone You allow to drive Your Car who is named in the Certificate of Motor Insurance.

b) Any passenger in, travelling in or getting into or getting out of Your Car (but not the driver or person in charge of Your Car for the purpose of driving).

c) At Your request, Your business partner or employer but only in respect of Your negligence whilst You are driving or using a car on their business, provided the driving and use is covered by the Certificate of Motor Insurance and the car does not belong to such business partner or employer and is not hired or leased to them.

### 3 Cover for Legal Personal Representatives

We will cover the legal personal representatives of any Insured Person who dies and who would have been covered under sub-section 1 or 2 above.

### 4 Emergency Treatment fees

In Great Britain, Northern Ireland, The Isle of Man or the Channel Islands, We will pay any liability an Insured Person has for emergency treatment payments as required by the Road Traffic Acts in effect at the time of this incident.

### 5 Fire Brigade and Emergency Service fees

We will pay a fire authority for reasonable charges in relation to controlling or putting out a fire in Your Car or the removal of the driver or passengers from Your Car using cutting equipment and for which You are legally liable to pay under the Fire Services Act 1981 or any amending legislation in respect of any incident giving rise to a valid claim under this Policy. Our maximum payment will not exceed €1,500.

## What is NOT Covered

In addition to the Section named: 'General Exclusions That Apply To The Whole Policy', the following are not covered under 'Section 1 - Legal Liability to Others' of the Policy.

a) death, illness or bodily injury to anyone driving or in charge of Your Car;
b) loss or damage to any trailer or disabled mechanically propelled vehicle being towed by a car, covered by this Policy or to any property carried in or on such trailer or disabled mechanically propelled vehicle;
c) loss or damage to property owned by, or in the custody or control of, an Insured Person;
d) loss or damage to any car or any property in or on a car which is covered by Section 1;
e) any Insured Person, if:
   (i) they do not follow and comply with the terms and conditions of this Policy as far as they apply to that person;
   (ii) they are entitled to cover under any other policy.

## Rights of Recovery within Section 1 Legal Liability to Others

If the law of any country in which Your Policy operates requires Us to make a payment in relation to a claim which We would not otherwise have been required to make under this Policy, We reserve the right to recover this amount from You and/or from the person who incurred the liability.

# SECTION 2
## Driving Other Cars
There is no cover under this section for 123GO car insurance.

# SECTION 3
## Accidental Damage to Your Car

This section of the Policy only applies if the cover is listed on Your Insurance Schedule.

We will pay for accidental damage to Your Car and spare parts while they are in or on Your Car or in Your private domestic garage.

# SECTION 4
## Loss of or Damage to Your Car caused by Fire or Theft

This section of the Policy only applies if the cover is listed on Your Insurance Schedule.

We will pay for loss of or damage to Your Car and spare parts while they are in or on Your Car or in Your private domestic garage, if caused by:
- fire
- theft or attempted theft

### What is covered under Sections 3 and 4

We will pay:

a) The cost of loss or damage to Your Car and spare parts while in or on Your Car, up to the current Market Value or the value that was last declared to Us by You, whichever is lower

b) Up to €200 for storing Your Car and taking it to the nearest car repairer

c) Up to €200 for the cost of delivering Your Car after the loss or damage is repaired, to Your address in the Republic of Ireland

d) Up to €200 for a temporary replacement car If Your Car is damaged and out of use as a result of loss or damage covered by this Policy We will pay for hire charges for a temporary replacement car provided to You. If your car is repairable an RSA approved repairer must be used for this cover to apply. Please contact 123.ie to arrange to transfer Your insurance cover to the temporary Car.

e) Up to a limit of €500 per incident if any permanently fitted item of radio or audio equipment is damaged or stolen from Your Car

f) Up to a limit of €1,000 per incident for replacing car door lock(s), the ignition steering transmitter, the keys and central locking interface where Your Car keys are stolen and the theft was accompanied by violence and forcible entry to Your permanent residence

## What is NOT Covered under Sections 3 and 4

In addition to the Section named: 'General Exclusions That Apply To The Whole Policy', the following are not covered under Sections 3 and 4:

a) any Excess as shown on the Insurance Schedule;
b) loss of use or other resulting loss, depreciation, wear and tear, mechanical or electrical breakdowns, failure or breakages;
c) any fall in the Pre Accident Value of Your Car following loss, damage or repair;
d) loss or damage where Your Car is not owned and registered to You or Your Spouse/Civil Partner unless otherwise agreed by Us;
e) damage to tyres caused by using brakes or by punctures, cuts or bursts;
f) loss or damage which is the direct result of pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
g) loss or damage to Your Car as a result of deception or any fraudulent action by a purported purchaser of Your Car or his or her agent;
h) loss of or damage to radio telephones or mobile phones, audio visual equipment, satellite navigation systems and their component parts or ancillary equipment not permanently fitted to Your Car;
i) loss of or damage to Your Car caused by theft or attempted theft of Your Car by a member of Your family or household unless You can provide Us with written confirmation that You have advised the policing authorities of such theft or attempted theft;
j) loss of or damage to property being carried in or on any trailer, disabled mechanically propelled vehicle or Your Car;
k) loss or damage caused by theft or attempted theft if Your Car is left unlocked, windows remain open and/or the keys (or keyless entry system) for Your Car are left unsecured or left in Your Car while unattended;
l) loss or theft of a key is excluded if Section 15 of the Policy is operative on Your Policy;
m) any loss of or damage caused to Your Car arising out of, or caused by, the use of substandard lubricant or parts, contaminated fuel or the use of incorrect fuel or the use of inappropriately treated fuel;
n) any taxes that You may be exempt from or entitled to claim back such as Vehicle Registration Tax (VRT) or Value Added Tax (VAT);
o) any driver that has been disqualified from driving, or has failed to disclose penalty points or motoring convictions; or
p) any loss of or damage to Your Car, which does not arise from an accidental, sudden or unforeseen cause.

# Clauses Applicable to Sections 3 and 4

## A. Payment of Claims

This clause is subject to any rights You may have under the 'Replacement Car Option' in sub-section C below.

We may either;

- repair or replace Your Car or any part of it or spare parts. We may choose to repair Your Car with recycled parts, where appropriate. We may use parts that have not been made by Your Car's manufacturer, but they will be of a similar standard. If any lost or damaged parts are no longer available, We will pay an amount equal to the cost shown in the manufacturer's latest price guide, together with reasonable fitting costs; or
- pay the amount of the loss or damage in cash

If We know that Your Car is hired under a hire purchase agreement or a leasing agreement We may make any payments to the legal owner if that is required under that agreement. Once We have paid the owner, We are no longer liable for the loss or damage.

## B. Limits of Payment

The limits below are in addition to the limits outlined under letters a-f under the heading 'What is covered under Sections 3 and 4'

Our liability will be limited for the following:

- If any spare part is lost or damaged and We cannot get a replacement from stock in the Republic of Ireland, We will pay the cost of this part as shown in the manufacturer's latest price guide for use in the Republic of Ireland.
- We will not pay for any repair or replacement that improves Your Car beyond its condition before the loss or damage occurred.

## C. Replacement Car Option

If You have been the sole registered owner of Your Car since registered as new and You have declared the full original purchase value as Your Car's value, then We will replace Your Car if during the period of one year from the first registration date the following happens:

- Your Car is stolen and not recovered within 28 days of the loss or
- Your Car is damaged and this is covered by the terms of this Policy but the damage is more than 60% of the manufacturer's list price (including taxes) of Your Car at the time the damage happened

We will replace Your Car, at Your request, with a new car of the same make and model if one is available from stock in the Republic of Ireland. You must first obtain the permission of any other interested party. The lost or damaged car will then become Our property.

### D. Repair Authority

You may give instructions for repairing the damage insured under Sections 3 or 4 without consulting Us provided:

- You obtain two competitive repair estimates and the repairs are carried out using the lower estimate;
- The total cost of repair is not estimated at more than €1,000 (including parts, labour and all other charges);
- A fully completed accident report form of the incident is sent to Us with the two estimates on or before the day instructions for repair are given.

# SECTION 5
## Windscreen and Window Damage

This section of the Policy only applies if the cover is listed on Your Insurance Schedule.

### What is Covered

We will pay the cost of repairing or replacing the windscreen or any window of Your Car (if accidentally broken) and any scratches to the bodywork resulting solely and directly from the windscreen or window being broken, provided that no other damage has been caused by the same event.

For any one claim under this Section, We will pay a maximum of:

- €1,500 when using Our approved windscreen repair company* or
- €100 for a replacement or €50 for a repair when a non-approved windscreen repair company is used

* To contact Our approved windscreen repair company please phone 01 290 1999.

### What is NOT Covered

In addition to the Section named: 'General Exclusions That Apply To The Whole Policy', the following are not covered under Section 5:

a) Damage to sunroofs;
b) Damage to glass roofs;
c) Damaged or broken mirrors;
d) Damaged or broken glass to cars that are temporarily covered;
e) Damage caused by wear and tear or negligence;
f) Damage caused by Your own deliberate act;
g) The extra cost of replacing non-standard glass; or
h) The cost of importing glass or parts for Your Car from outside the EU.

# SECTION 6
## Using Your Car Abroad

Your Policy covers You to drive in the Republic of Ireland, Northern Ireland, Great Britain, The Isle of Man or The Channel Islands.

Your Policy is automatically extended to cover You to travel to or in the European Union for up to 31 days in any Complete Year of Insurance.

If Your intended period of foreign travel to or in the European Union exceeds 31 days, cover will only be extended if You contact Us before You travel. If We do agree to extend cover, You may have to pay an additional premium.

If You do not contact us before You travel to extend your cover, and cover has not been extended as required, we will provide the minimum legal insurance required by law to use Your Car in any European Union country and any other country which has made arrangements to meet the minimum insurance requirements set by the European Union.

The insurance provided by this section also operates during the course of Sea Transit, Channel Tunnel use or Rail Transport (including loading and unloading) between or within any of these countries.

For travel to any country not referred to above, You must contact Us before You travel, as no cover applies.

Note

- Section 12 - Breakdown Assist cover is only available on the island of Ireland.
- If You have an incident whilst travelling abroad, You should call Our local claims team within a reasonable time to notify them of the details. We have claims teams located throughout Europe and You can find the contact details for these at: https://www.123.ie/customer-care/making-a-claim

# SECTION 7
## No Claim Discount Protection

This section of the Policy only applies if the cover is listed on Your Insurance Schedule.

### What is Covered

One claim made under this Policy in a consecutive three year period without affecting the No Claim Discount.

Claims made under 'Section 5 – Windscreen and Window Damage' and/or 'Section 15 – Keycare' will not impact the No Claim Discount.

### Clauses applicable to Section 7:

a) If no claim is made under this Policy during a consecutive 3 year period, We will increase the No Claim Discount in accordance with Our six-year scale at the next renewal date.

b) If one claim or an incident that might result in a claim arises since the start of the Policy or since We prepared Your last renewal premium, and that is the only claim that has arisen in the three years before the next renewal of this Policy, We will keep Your No Claims Discount at the same level it was at the start of the Policy or the last renewal. The No Claims Discount will not be advanced at the next renewal.

c) If We pay a claim and protect Your No Claims Discount We will remove the No Claim Discount Protection for any later claim. Any later claim will reduce Your No Claims Discount as detailed in 'Section 13 No Claims Discount -Step Back'. You will not qualify to purchase No Claim Discount Protection under this Policy for at least 3 consecutive claim free years following the first renewal after the incident giving rise to the claim. When that time expires We will not automatically re-add this cover to Your Policy. If You want to purchase No Claims Discount Protection You must ask Us. This cover will only apply to Your Policy for claims after You purchase it.

d) If additional claims are made under Your Policy, which are not subject to No Claims Discount Protection, We will reduce Your No Claims Discount in accordance with 'Section 13 No Claims Discount -Step Back'.

e) Although You can protect Your No Claims Discount, Your premium may increase due to the claims paid under Your Policy or We decide it necessary for any other reason.

f) Claims which have not settled will be treated as a claim until such time as they are finalised.

### Revised Renewal - Late Notification of Claim

If a claim is notified or arises after the calculation of the No Claim Discount and issue of the renewal invitation We may at Our option (or You may ask Us to) recall the original renewal invitation issued and replace it with a revised renewal invitation reflecting the correct No Claim Discount entitlement. The additional premium due will become immediately payable on renewal of the Policy. If We choose not to do this, We may take that claim into account when preparing the following renewal invitation.

Your entitlement to No Claim Discount cannot be transferred to any other person.

# SECTION 8
## Personal Accident Benefits

This section of the Policy only applies if the cover is listed on Your Insurance Schedule.

We will pay one of the following benefits if You or Your Spouse/Civil Partner suffer accidental bodily injury in direct connection with Your Car and if within 3 months of the accident, the injury is the sole cause of:

Benefit
- Death €5,000
- Total and irrecoverable loss of sight of one eye €2,500 or total and irrecoverable loss of sight of both eyes €5,000
- Total loss of one or more limbs which have been severed at or above the wrist or ankle €2,500

We will pay the benefit to You, Your Spouse/Civil Partner or personal legal representative, provided:

a) the maximum We will pay is €5,000 in total for all claims in any Complete Year of Insurance;
b) only one of the above benefits apply for each person injured;
c) the driver of Your Car was not under the influence of alcohol, drugs or solvent abuse at the time of the injury;
d) death or bodily injury was not due to suicide or attempted suicide.

# SECTION 9
## Personal Belongings

This section of the Policy only applies if the cover is listed on Your Insurance Schedule.

### What is Covered

We will pay You (or, if You request, the owner of the property) for loss of or damage as a result of fire, theft or accidental damage to Personal Belongings which are in or on Your Car.

### What is NOT Covered

In addition to the Section named: 'General Exclusions That Apply To The Whole Policy', We will NOT pay:

a) more than €500 in any one Complete Year of Insurance;
b) for money or equivalent (these include coins and bank notes used as legal tender, cheques, drafts, postal and money orders, prize bonds, travellers cheques, saving stamps and certificates, gift tokens, luncheon vouchers, phonecards, travel tickets, credit, debit charge, cheque or cash dispenser cards, stamps, tickets, documents, financial securities and share certificates);
c) for loss of or damage to mobile telephones, satellite navigation systems, televisions or DVD/Video recorders, portable electronic devices including but not limited to iPods, iPads, tablets, music players, media players, laptop computers and in each case similar devices and their component parts or ancillary equipment or parts;
d) for jewellery;
e) for goods, tools or samples being carried for any trade or business;
f) for items which are covered by another insurance policy;
g) for theft of Personal Belongings while Your Car is unattended unless Your Car is locked and the item(s) claimed for were not in view;
h) for loss of or damage to radios, audio, or audio visual equipment their component parts or ancillary equipment.

Payment to anyone other than You will be made directly to the owner who must comply as far as possible with the terms and conditions of this Policy. Their receipt of payment will end Our liability.

# SECTION 10
## Accident and Emergency Cover

This section of the Policy only applies if the cover is listed on Your Insurance Schedule.

### What is Covered

We will refund up to €100 per person for medical expenses for You or the driver or any other occupant of Your Car in connection with any bodily injury caused by violent accidental external and visible means in direct connection with Your Car. The maximum limit in this section is €500.

# SECTION 11
## Emergency Overnight Accommodation

This section of the Policy only applies if the cover is listed on Your Insurance Schedule.

### What is Covered

We will refund necessary expenses for emergency overnight accommodation in the event that You or any other Insured Person is deprived of the use of Your Car during a journey as a direct result of accidental loss or damage covered by this Policy and is unable to reach his/her destination the same day.

Cover is limited to one night and not exceeding €95 for any one person. The maximum limit in this section is €380.

# SECTION 12
## Motor Breakdown Assistance

This section of the Policy only applies if the cover is listed on Your Insurance Schedule.

This 'Motor Breakdown Assistance' cover only applies to the car registration stated in the Certificate of Motor Insurance at the time of the breakdown. The benefits set out here apply only to the island of Ireland.

For Us to provide any benefits You must call for assistance and get approval on Our helpline number: 01 241 8572

When You call, please have the following information available:

- Your exact location;
- the registration number of Your Car;
- Your Policy number;
- a telephone number where You can be contacted;
- a description of the problem.

We are responsible only for the cost of providing benefits as set out in this Section if You call for assistance through the above number. If You make Your own arrangements You will not be reimbursed.

You may be asked for proof of identification before providing assistance.

## What is covered

1. Breakdown Assistance

This cover applies if Your Car is immobilised as a result of an accident, electrical or mechanical breakdown, fire, theft or any attempt at theft, malicious damage, punctures that require assistance, lost keys, stolen keys, and keys broken in the lock or locked in Your Car. We will arrange and pay for the following:

a) 1 hour labour costs, if Your Car can be repaired where the breakdown or damage occurred including assistance in the event of a breakdown at Your home;
b) Towing Your Car to the nearest car repairer or to a garage of Your choice, whichever is closer; and
c) The cost of public transport for You to return to the repairer to collect Your Car after it has been repaired.

2. Completion of Journey

This cover applies if Your Car breaks down or is damaged away from Your home and repairs cannot be made at that location.

We will arrange and pay for one of the following

a) onward transportation for You and Your passengers home or to Your intended destination within the island of Ireland, or
b) use of a replacement car for up to 48 hours while repairs are carried out; or
c) overnight accommodation for one night only while repairs to Your Car are in progress, subject to maximum value of €35 per person and €175 in total.

3. Message Relay

We will pass on two urgent messages for You.

Motor Breakdown Assistance is a 24 hour accident, emergency and breakdown recovery service. It is there to assist You in Your time of need. The choice of assistance supplied depends on the options available to the rescue provider at the time of the request for assistance. You should be aware that the cover provided will be at Our discretion as not all options are available to Us at all times.

# Conditions to Section 12

In addition to the Section named 'Conditions That Apply To The Whole Policy', the following conditions apply to Section 12:

a) Replacement cars are subject to commercial car hire criteria. These criteria may change from time to time and will include, but not be limited to, You or the driver of Your Car having a full driver's licence without endorsements, and You providing a deposit. It is also a condition of car hire that the replacement car must be returned to the pick-up point.

b) You or the named driver must be with Your Car when the repairer arrives. If You or the named driver are not with Your Car and Our repairer cannot assist, any subsequent assistance will be at Your own cost.
c) If We have to make a forced entry to Your Car because You are locked out, You must sign a declaration, saying that You will be responsible for the damage that results.
d) In the event of theft of Your Car, the theft must be reported to the policing authorities before We will recover Your Car.

## What is NOT Covered

In addition to the Section named: 'General Exclusions That Apply To The Whole Policy', We will not be liable for :

a) Any liability or consequential loss arising from any act performed in the execution of the assistance services provided;
b) The cost of any arrangements made without prior approval from Our Emergency Helpline;
c) Any claim arising where Your Car is carrying more passengers or towing a greater weight than that for which it was designed as stated in the manufacturer's specifications or arising directly out of the unreasonable driving of Your Car on unsuitable terrain;
d) Any accident or breakdown brought about by an avoidable, wilful and deliberate act committed by You;
e) The cost of repairing Your Car other than outlined in benefit 1 under 'Section 12 Motor Breakdown Assistance';
f) The cost of any parts, keys, lubricants, fluids or fuel required to restore Your Car's mobility;
g) Any claim caused by fuels, mineral essences or other flammable materials, explosives or toxins transported in Your Car;
h) Any cost or charges connected with the draining or other removal of fuel lubricants or other fuel where this is required as a result of the use of substandard lubricant or parts, contaminated fuel or the use of incorrect fuel or the use of inappropriately treated fuel;
i) The cost of any specialist equipment required other than standard recovery vehicle;
j) Costs for having Your Car stored or guarded in Your absence;
k) The recovery of Your Car if immobilised by means of a wheel clamp or similar device;
l) Any assistance if, in Our opinion, You are under the influence of alcohol or drugs or solvent abuse or are abusive towards any person providing assistance;
m) Recovery of Your Car if modifications or customisations prevent it being recovered or could lead to further damage;
n) If Your Car has been modified for or is taking part in racing, trials or rallying;
o) If Your Car is not maintained in a good mechanical and roadworthy condition;

p) Any breach of this section of the Policy or failure on Our part to perform any obligation as a result of extraordinary circumstances, government control, restrictions or prohibitions, or any other act or omission of any Public Authority (including Government) whether local, national or international, or the default of any supplier, agent or other person or of any labour disputes or difficulties or any other cause whatsoever where such cause is beyond Our reasonable control.

# SECTION 13
## No Claim Discount – Step-Back

This section of the Policy only applies if the cover is listed on Your Insurance Schedule.

If a claim is made under this Policy, any No Claim Discount previously earned will be reduced at the next renewal as shown below:

| No Claim Discount | No Claim Discount Reduction |
|---|---|
| 6 years discount | reduced to 3 years discount |
| 5 years discount | reduced to 2 years discount |
| 4 years discount | reduced to 1 years discount |
| less than 4 years discount | reduced to Nil discount |

If two or more claims arise or are made during the Complete Year of Insurance, the No Claim Discount previously earned will be reduced to zero at the next renewal.

- Claims which have not settled will be treated as a claim until such time as they are finalised.
- Claims made under 'Section 5 – Windscreen and Window Damage' and/or 'Section 15 - Keycare' will not affect Your No Claims Discount.

Your premium may increase due to the claims paid under Your Policy or We decide it necessary for any other reason.

**Revised Renewal - Late Notification of Claim**

If a claim is notified or arises after the calculation of the No Claim Discount and issue of renewal invitation, We may at Our option (or You may ask Us to) recall the original renewal invitation issued and replace it with a revised renewal invitation reflecting the correct No Claim Discount entitlement. The additional premium due will become immediately payable on renewal of the Policy. If We choose not to do this, We may take that claim into account when preparing the following renewal invitation by reducing Your No Claims Discount in accordance with our No Claims Discount reduction and/or by applying a premium loading if applicable.

Your entitlement to No Claim Discount cannot be transferred to any other person.

# SECTION 14
## Notes

# SECTION 15
## Keycare Cover

This section of the Policy only applies where You have comprehensive cover.

THE DEFINITIONS LISTED BELOW APPLY TO THIS SECTION OF THE POLICY ONLY

| | |
|---|---|
| Call-Out Limit | A maximum of €1,500 for any Insured Key locked inside Your home, or Your Car. |
| Cover Limit | A maximum of €1,500 (inclusive of Call-Out Limit) in each Complete Year of Insurance. |
| Fob | The numbered key Fob issued to You |
| Insured Event | The loss or theft of any Insured Key, or any Insured Key locked inside Your home or Your Car during the Complete Year of Insurance. |
| Insured Key | Any of Your keys which are attached to the Fob at the time of loss or theft. |
| Security Risk | The risk resulting from the loss of an Insured Key where it is possible for someone who found the key to trace it to Your Car or house; or where the lost key is the only one You had and You cannot obtain replacements from duplicate keys or from the number assigned to the key. |
| You/Your | The person in whose name We have registered the Fob. |
| Territorial limits | The European Union, Northern Ireland, Great Britain, The Isle of Man OR Channel Islands. |

## Cover provided by Section 15 of the Policy

Emergency Helpline 24 hours a day, 365 days a year, 01 5181412

### What is Covered

If an Insured Key is lost or stolen or locked inside Your home or Your Car, We will:

a) Pay up to €1,500 in respect of locksmith charges, new locks replacement keys and the reprogramming of immobilisers, infra-red handsets and alarms for the Insured Key attached to the Fob but are not integral to an Insured Key.

b) Pay a €10 reward to the finder of a lost Insured Key.

## What is NOT Covered

In addition to the Section named: 'General Exclusions That Apply To The Whole Policy', We do NOT cover:

a) Costs relating to a damaged or broken lock or key;
b) Costs relating to the loss of a damaged or broken key;
c) Claims for replacement locks where there is no Security Risk;
d) Claims for any incident outside of the European Union;
e) Any loss or benefit under this section that is not reported using the dedicated telephone number 01 5181412 and Your unique Fob number;
f) A claim for the replacement of an Insured Key if a claim has already been made for it under Sections 3 or 4 of the Policy;
g) A claim already made under Section 12 (Motor Breakdown Assistance) of the Policy related to the loss, theft or accidental locking in of an Insured Key;
h) Keys lost or stolen when such keys are not attached to the Fob (unless You have already notified Us that the Fob has been lost or damaged and You are awaiting a replacement, in which event We will pay for a claim in respect of any key which We are satisfied would otherwise have been attached to the Fob);
i) Claims for replacement locks for properties You do not own;
j) Any amount exceeding the Cover Limit in total in the same Complete Year of Insurance;
k) Sums claimed where You do not submit valid receipts or invoices to Us for payments You have made, within 120 days of the Insured Event;
l) Insured Keys which are lost until 3 days have elapsed since the loss was reported to Us (unless We are satisfied that a delay would cause undue hardship or significant expense or a Security Risk);
m) Insured Keys lost or stolen from someone other than You, or any other person named on the Certificate of Insurance;
n) Any associated costs (other than the cost of replacing the Insured Key) where duplicate keys are available, unless there is a Security Risk;
o) Sums claimed for replacement keys exceeding a maximum of 3 per lock for house keys or 1 per lock for all other locks;
p) Any Insured Event not reported to Us within 30 days;
q) Wear and tear and/or general maintenance of, locks and keys;
r) Replacement locks or keys of a higher standard or specification than those replaced;
s) Charges or costs incurred where We arrange for the attendance of a locksmith or other tradesman, agent or representative at a particular location and You fail to attend;
t) Charges or costs incurred where You make alternative arrangements with a third party once We have arranged for a locksmith or other tradesman, agent or representative to attend a particular location;

u) Loss of any property other than an Insured Key and its associated lock or ignition system, and any immobiliser, infra-red handset and/or alarm attached to the Fob;
v) Any loss of earnings or profits which You suffer as a result of the loss or theft of an Insured Key;
w) Claims arising from any deliberate or criminal act or omission by You; and
x) Claims arising as a result of Your failure to take steps to safeguard an Insured Key.

## Conditions which apply to the whole of Section 15 of the Policy

In addition to the Section named: 'Conditions That Apply To The Whole Policy', the following conditions apply to Section 15:

a) The insurance described in this section of cover will only apply if You have complied with all the Policy terms and conditions, and have taken steps to protect the Insured Key and minimise the cost of any claim.
b) Theft: if an Insured Key has been stolen it must be reported to the policing authorities immediately and the Pulse identification/crime refence number obtained. Insured Keys lost outside Your home must be reported to the policing authorities
c) Maximum Number of Claims: there is no limit to the number of separate claims which You may make within the Complete Year of Insurance, subject to the total sum payable in each Complete Year of Insurance not exceeding the Cover Limit.

## Making a claim under Section 15 of Your Policy

a) Claim Notification To make a claim call Us on 01 5181412 and quote the Fob number. You must report any claim to Us as soon as possible and within 30 days of the Insured Event. You must submit valid receipts or invoices to Us for payments You have made, within 120 days of the Insured Event. You are responsible for the cost of preparing any claim under this section of cover.
b) Evidence of ownership: When You make a claim evidence of ownership of the car or house to which the stolen or lost keys relate may be required.

# GENERAL EXCLUSIONS THAT APPLY TO THE WHOLE POLICY

**1. Use and Driving:**

We will not pay for any accident, injury, loss or damage if:

a) Your Car is driven by any person not described as a person whose liability is covered in the Certificate of Motor Insurance.
b) Your Car is driven by any person who does not hold a valid licence to drive such a vehicle or any person who has held but is currently disqualified from holding or obtaining such a licence.
c) Your Car is used other than in accordance with the Limitations as to Use as shown in the Certificate of Motor Insurance.
d) Your Car is being used or driven to the knowledge of the Insured in an unsafe and/or unroadworthy condition.

Exclusions 1 a) and 1 c) above shall not apply while Your Car is in the custody or control of a member of the motor trade for the purpose of maintenance or repair. Nothing in this exclusion gives any cover for the liability of such a person.

**2. Driving Licence Conditions, Requirements and Restrictions**

No cover will apply under this Policy if You and/or any Insured Person does not meet the conditions of his/her licence/learner permit. This includes conditions relating to the class of vehicle being driven, the requirement to be accompanied by a qualified driver when driving under a learner permit or any other restriction or condition that may apply.

**3. Liability which results from an Agreement:**

We will not pay for any liability agreed between You and any other person unless such liability would otherwise have been accepted under this Policy.

**4. Radioactive Contamination and Nuclear Parts and Airside Liability:**

We will not pay for any loss or destruction of or damage to any property or any resulting or consequential loss or expense or any legal liability directly or indirectly caused, or contributed to by or arising from:

a) Ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
b) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or its nuclear parts.
c) Your Car being in or on any aerodrome, airport, airfield or similar establishment. This includes the area for the take-off and landing of aircraft or the movement of aircraft on the surface, aircraft parking aprons including associated service roads and ground equipment parking areas and those parts of passenger terminals of an international airport which come within the Customs examination area, but does not include roads and car parking facilities to which the public have access.

**5. Earthquake, War Risks, Riot and Civil Unrest, Government or Public or Local Authorities and Terrorism:**

We will not pay for any loss, destruction, damage or liability directly or indirectly caused by or in consequence of:

(a) Earthquake, war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war declared or not) civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising military rising, insurrection, rebellion, revolution military or usurped power or martial law except so far as is necessary to meet the requirements of the Road Traffic Acts.

(b) Civil commotion in Northern Ireland.

(c) Confiscation or nationalisation or requisition or destruction of property by or on order of any Government or Public or Local Authority.

(d) Any consequence of an act of terrorism, including any action taken to control or prevent an act of terrorism. If an Insured Person alleges that this Policy covers an event that We have decided is not covered because of this exception, it will be up to the Insured Person to prove that the event was not 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 or government committed for political, religious or other purposes, whose intention is to influence any government or to place the public, or any section of the public, in fear.

**6. Cyber Risk:**

We will not pay for any loss, damage, cost or expenses arising, directly or indirectly, out of:

(a) Loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a computer system, hardware, program, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results from deliberately or negligently transferring (electronic or otherwise) a computer programme that contains any damaging code including computer viruses, worms, logic bombs or Trojan Horses, whether Your property or not.

(b) Loss or damage to any computer or electronically controlled equipment caused by its failing to recognise any date as the true calendar date.

**7. Deliberate Damage:**

We will not pay any claim for loss or damage deliberately caused by You, any Insured Person covered to drive Your Car or any other person with Your knowledge.

# CONDITIONS THAT APPLY TO THE WHOLE POLICY

**1. Your Duty**

The following are conditions that must be met before We pay a claim:

a) You are under a duty to answer all the questions that have been asked, honestly and with reasonable care and attention. These questions are material in determining if We can accept this risk,what terms are applied and what premium is charged.

b) You or any other Insured Person has complied with all of the terms and conditions of the Policy that apply.

**2. Accident and Claims Procedure**

You or Your legal personal representatives must:

- inform Us within a reasonable time of any accident, injury or damage by calling 01 290 1999;
- if You or Your legal personal representative receive any letter, claim, writ, summons or other information about the accident or claim send it to Us as soon as it is received;
- inform Us immediately, of any intended civil or criminal proceedings or coroner inquest for which there may be liability under this Policy;
- complete an accident report form and supply any other documents as requested by Us.

**3. Conduct of Claims**

You or any Insured Person must not negotiate, admit liability or make any offer, promise or payment for any claim unless You have Our written permission.

We are entitled to take over and conduct in Your name (or in the name of any Insured Person) the defence, prosecution or settlement of any claim for Our own benefit, insofar as the law permits.

Anyone making a claim under this Policy must provide any information and assistance We may reasonably require.

**4. Care of Your Car/Duty to prevent Injury loss or damage**

You must do all You can prevent damage to property, injury to other people and protect Your Car and keep it in a roadworthy condition. If You do not do this, Your right to claim under Your Policy may be affected. You must let Us examine Your Car at any reasonable time if We ask to do this.

You should ensure that:

- Your Car is locked and security devices activated when Your Car is unattended.
- Keys (or keyless entry system) are not left unsecured or left in or on an unattended car.
- All windows and sunroofs are fully closed when Your Car is unattended.
- Tyres on Your Car meet or comply with the legal requirements.
- Personal Belongings are put in Glove Box or Boot and are not in view, when Your Car is unattended.
- Your Car has a valid NCT certificate if required by law.

**5. Fraud**

Where a claim made by You contains information that is false or misleading in any material respect We shall be entitled to refuse to pay the claim and shall be entitled to terminate the insurance contract. Where We become aware that You have made a fraudulent claim We shall cancel the Policy from the date of the submission of the fraudulent claim and refuse cover for any claim made after the date of the fraudulent act and We shall retain the premium paid.

We may inform the relevant authorities of the circumstances. You will also be obliged to disclose this on any future request for cover or quotation, which may cause You difficulty in trying to purchase insurance elsewhere.

**6. Documentation checking**

We may ask You to provide to Us any supporting documentation required by Us in relation to the Statements of Facts (e.g. Your driving licence). Failure to provide these documents may result in Your Policy being cancelled by Us.

**7. Changes to Your Policy**

Please note that You are obliged to notify Us immediately if any of the following occur:

- If You or a named driver
  - receive penalty points
  - receive or have any prosecutions pending or have been suspended from driving
  - change occupation
- If the use of Your vehicle has changed e.g. You intend using it for business use
- If the vehicle has been modified outside of manufacturer's specification
- If You are changing vehicle or adding/deleting named drivers

If You have any doubts in relation to the above, please contact Us on 01 5246029.

**8. Other Insurances**

If a claim for loss, damage or liability arises under this Policy and it is covered by another insurance, We will only pay Our rateable share of the claim as calculated by Us.

We will not make any payment under this condition if We would not anyway have been liable to make a payment under Section 1, Section 2 or Section 9, but for this condition.

## 9. No Claim Discount

If there is no claim on Your Policy during the current Complete Year of Insurance, We will include a discount in Your renewal premium. The discount amount will be in accordance with the No Claims Discount scale applicable at the time of renewal.

If a claim is made under this Policy We will decrease the No Claim Discount to zero or adjust the No Claim Discount in accordance with Section 7 No Claim Discount Protection or Section 13 No Claim Discount Step-Back if either is applicable to Your Policy.

Note:

- Claims made under 'Section 5 – Windscreen and Window Damage' and/or 'Section 15 - Keycare' will not affect Your No Claims Discount
- If You insure more than one car, You earn a No Claim Discount separately on each car.

## 10. Alcohol/Drugs Clause

Cover under this Policy will be restricted to provide only the minimum insurance cover as required by law, if as a result of any accident, injury, loss or damage, any person driving is convicted of any offence involving driving under the influence of alcohol or drugs, contrary to the laws of the country in which that person is convicted. If a prosecution is pending for any such offence, We may at Our discretion delay the payment of any claim until the prosecution has been fully determined.

## 11. Cancellation and Mid Term Alterations

a) Cancellation

We have the right to cancel this Policy at any time. We may cancel this Policy by sending 10 days' notice by email or post to Your last known address. We will refund a proportionate part of the premium for the unexpired Complete Year of Insurance. Should We cancel Your Policy, then You will be obliged to disclose this on any future request for cover or quotation, which may cause You difficulty in trying to purchase insurance elsewhere. You can appeal any decision by us to cancel your policy by contacting the 123.ie Customer Care team on 01 5246029 or e-mail complaints@123.ie.

If You wish to cancel Your Policy You will need to call the 123.ie Customer Care team in advance on 01 5246029. You will be asked to return the current Certificate of Motor Insurance and insurance disc to 123.ie, RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16, D16FC92. We will refund a proportionate part of the paid premium for the unexpired Complete Year of Insurance (less an amount in respect of fixed expenses, if shown on the Schedule). At cancellation Your 123GO Box will not be removed but we will terminate the collection of data.

b) Mid Term Alterations

When there is an alteration made to Your Policy during the Complete Year of Insurance and the premium difference for that change is less than €25 (inclusive of Government levy), We will not charge nor return premium to You. This threshold also applies to any cancellation of Your Policy during any Complete Year of Insurance.

This applies to all sections except for 'Section 6 - Using Your Car Abroad'.

## 12. Cooling Off Period

You have the right to withdraw from this Policy provided

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

b) the Certificate and Disc of Insurance issued to You have been returned to Us.

If You choose to exercise this right it will mean that no Policy was ever in place and We will refund any premium paid. No claims may be made at a later date.

To withdraw from the Policy within the cooling off period, You will need to call the 123.ie Customer Care team on 01 5246029. You will be asked to return the current Certificate of Motor Insurance and insurance disc to 123.ie, RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16, D16FC92.

## 13. Judgements in Foreign Courts

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

## 14. Changes to the Law

Any references to Road Traffic Acts or other Acts of the Oireachtas in this Policy include any Act that changes or replaces them. It also includes similar laws in England and Wales, Scotland, Northern Ireland, The Isle of Man, the Channel Islands and any other country to which this insurance applies.

## 15. Laws relating to Compulsory Motor Insurance

Nothing in this Policy shall affect the right of any person to recover an amount under or by virtue of the provisions of the law of any territory in which the Policy operates relating to the insurance of liability to third parties.

## 16. Our Right to Recover Payments

We may claim back from You any payment which We make under Your Policy because of the requirements of any law and which We would not have paid if that law had not existed. This applies to claims for Your liability to others and all expenses We have to pay in connection with any such payment.

## 17. Paying by instalments

If You are paying, or have agreed to pay, the premium for this Policy by direct debit, You must keep Your payments up to date. If You do not, We may withdraw the option to pay by instalments and request payment in full or cancel the Policy (or both). You must then return Your Certificate of Motor Insurance and insurance disc to Us.

## 18. Financial or Trade Sanctions

The Company shall not provide any coverage or be liable to provide indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any economic, financial or trade sanctions or prohibition or restriction imposed by law or regulation in any relevant jurisdiction.

123.ie

Simple is smarter.

Registered Office:
RSA House
Dundrum Town Centre
Sandyford Road
Dundrum
Dublin 16
Tel: 01 524 6000
Email: info@123.ie
www.123.ie

123GO Car Insurance is arranged by 123.ie.
It is underwritten by RSA Insurance Ireland DAC.

123 Money Limited trading as 123.ie is regulated by the Central Bank of Ireland. 123.ie is a wholly owned subsidiary of RSA Insurance Ireland DAC. RSA Insurance Ireland DAC is regulated by the Central Bank of Ireland and is a private company limited by shares and registered in Ireland under number 148094 with registered offices at RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16.
123GO/Car 2021 03/22