



123GO

CAR INSURANCE

Policy Document

•123.ie

Welcome to Intact Insurance Ireland DAC

Thank you for choosing Intact Insurance Ireland DAC as Your insurer. We are regulated by the Central Bank of Ireland.

We know insurance can be complicated, so this booklet is designed to make things clear. Your policy has four parts:

- Statement of Fact
- This Policy Booklet
- Schedule
- Certificate of Insurance

Please read all four parts carefully. If You have any questions, contact Us.

We use the information You give Us to decide Your cover, price, and policy terms.

Keep Your insurance documents safe.

Keep Your Certificate of Insurance in Your Car.

Display the insurance disc on Your windscreen.

Irish law will apply to this contract.

Useful Contact Points:

Claims

Report a new motor claim via the My123 Portal <https://portal.123.ie> or www.123.ie/claims

If You do need to speak to Us You can reach Our Claims team by phone:

In the Republic of Ireland: 01 2901999

Outside the Republic of Ireland: 00353 1 2901999

For Windscreen Claims*

Phone: 01 2901999

Motor Breakdown Assist *

In the Republic of Ireland: 01 241 8572

In Northern Ireland: 00353 1 241 8572

*subject to You having this cover

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Definitions

The following words shall have the same meaning wherever they appear in the policy.

Excess	The amount You must pay yourself if You make a claim for damage to or loss of Your Car.
Indemnity	Financial protection provided in the event of loss, damage, injury or Liability that You are responsible for.
Liability	The legal responsibility for damage or a loss.
Pre-Accident Value	The market value of Your Car immediately before the incident.
Your Car	The car shown on Your Insurance Certificate, or another car We agree to cover temporarily.
We/Us/Our	Intact Insurance Ireland DAC.
You/Your	The person named as the Insured in the Certificate of Motor Insurance.
Period of Insurance	The period for which We have accepted premium and issued a Certificate of Insurance.
Person(s) whose Liability is covered	You and any person whose Liability is covered in the effective Certificate of Insurance. Any passenger in, getting into or getting out of Your Car (but not the driver or any person in charge of Your Car for the purpose of driving) solely in respect of Liability incurred under the Policy.
Spouse	Legally married husband/wife or legally recognised Civil Partner.
Available Kilometres	The remaining distance which the Policy allows Your Car to be driven during the current Period of Insurance. You will receive regular notifications of your remaining Kilometres.
123GO Device	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 Period of Insurance.

Documentation which forms the basis of this policy

Policy Booklet	This document.
Certificate of Insurance	Proof that You have motor insurance with Us. It shows: - The car covered by Your policy - Who can drive the car - What the car can be used for - The times and dates Your cover starts and ends
Schedule	This document lists which parts of the policy apply to You.
Statement of Fact	A record of the information You gave Us, about You, Your Car, and drivers. It reflects: - The latest details We have about Your risk - Your most recent answers to Our questions - Statements You confirmed were true

Complaints

Complaints Procedure

We aim to always provide a high standard of service. If You have a complaint in connection with company service or any aspect of Your policy, please contact:

The Complaints Manager
123.ie
Intact House
Dundrum Town Centre
Sandyford Road
Dublin 16, D16 FC92
Telephone: 01 524 6000
Outside Ireland: +353 1 524 6000
Email: complaints@123.ie
Web: www.123.ie

If You have a complaint relating to a perceived conflict of interest or treatment of a claim, please contact:

The Complaints Manager
Intact Insurance Ireland DAC
Intact House
Dundrum Town Centre
Sandyford Road
Dublin 16, D16 FC92
Telephone: 01 2901000
Outside Ireland: +353 1 290 1000
Email: complaints@intactinsurance.ie

If You are still not satisfied

You may refer Your complaint to the Financial Services and Pensions Ombudsman (FSPO). You must complain to Us first and get Our final response.

Financial Services and Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin 2, D02 VH29
Telephone: 01 567 7000
Email: info@fspoi.ie

You may appeal a Financial Services and Pensions Ombudsman finding to the High Court. We will not bear the cost of any appeal You bring.

Duty of Disclosure

What You must tell Us

You must answer all questions honestly and with reasonable care and attention. The information You give helps Us decide:

- whether We can offer You insurance,
- what terms apply, and
- how much Your premium will be.

If You do not answer honestly and with reasonable care and attention, we may take certain actions. These include:

- cancelling the policy,
- refusing a claim or reducing the amount We pay on a claim,
- applying an increased premium to Your policy,
- requesting that You pay back to Us amounts We have paid under a claim.

Check Your details

You should carefully review the information shown in Your Statement of Fact. If anything is wrong, contact Us immediately. You must also tell Us straightaway if any of Your details change during the Period of Insurance

Claims information and fraud

If You, or anyone acting on Your behalf, make a claim that includes false or misleading information, We may:

- refuse to pay the claim, and
- cancel the policy.

If We discover that a claim is fraudulent, We will:

- cancel the policy from the date the fraudulent claim was made,
- refuse any claims made after that date, and
- keep the premium already paid.

Keep records

Keep copies of everything You send Us about this insurance.

Important:

If any of the above actions are taken, You are obliged to include this information on any future request for cover or quotation, which may make it difficult to get cover elsewhere.

Where is the Car insured?

Unless otherwise stated, the cover provided by this Policy is in respect of incidents occurring in the following countries:

- Republic of Ireland
- Northern Ireland
- Great Britain
- the Isle of Man
- the Channel Islands

(or in the course of transit by sea or tunnel between any of these places).

We provide the legal minimum insurance required by law to use Your Car in any European Union country and any other country that has an agreement in place to meet EU motor insurance requirements.

Please also see **Section 6** "Using Your Car abroad".

123GO Car Insurance

1. Introduction to 123GO Car Insurance

To be covered by this insurance, You must have a 123GO Device fitted in Your Car and keep it working at all times. This device will allow Us to monitor the driving by You or anyone driving Your Car. See the section called “Installing the 123GO Device” for more information.

Your personal information is important to Us. Our Data Protection Statement, included with Your policy, explains how We use and protect Your information, and the rights You have over it.

With 123GO, You pay for the kilometres You plan to drive each year. You can buy extra kilometres whenever You need them. See the Top Up Kilometres section for details. If someone else drives Your Car, You must tell them that a 123GO Device is in the car and that it monitors their driving.

2. Installing Your 123GO Device

If someone else owns the car with You, or if it is financed by a company, You must get their permission before the 123GO Device is fitted.

After You Buy the Policy

After You buy the policy, We will contact You to arrange a date to install the 123GO Device.

You must make Your Car available at an agreed location for the installation.

If the device is not installed within 14 days of buying the policy, or by the agreed installation date, We may cancel Your policy. See the Cancellation section for more details.

Fitting the 123GO Device

We will arrange a time that suits You to fit the device. We can come to Your home, work, or place of study anywhere in the Republic of Ireland, as long as it is accessible and safe to do so. You must be present when the device is being installed.

You are responsible for any costs involved in bringing Your Car to the agreed location. During the installation, the technician will:

- Check that the car matches the details You gave Us.
- Take photographs of the car and the installed 123GO Device to help deal with any future queries.
- Check the device is working correctly and ask You to sign a declaration that all is in order.

If the installation cannot be completed because Your Car does not pass the required checks, You must contact 123.ie. We will tell You what needs to be done before installation can go ahead. If You do not do this We may have to cancel Your policy.

If You Change Your Car

If You change Your Car, a new 123GO Device must be installed in the new vehicle. The old device will not be removed from Your previous car, but We will stop collecting data from it.

When You tell Us about Your new car, We will agree a date by which the new 123GO Device must be installed. You must make the new car available at an agreed location before that date.

If the new device is not installed by the agreed date, We may cancel Your policy. See the Cancellation section for more details.

Similar to the first installation, We will arrange a time that suits You to fit the new device. We can come to Your home, work, or place of study anywhere in Ireland, as long as it's accessible and safe to do so. You must be present when the device is being installed. You are responsible for any costs involved in bringing Your Car to the agreed location.

Removal of Your 123GO Device

We arrange to fit Your 123GO Device, but We do not remove it from Your Car or arrange its removal, under any circumstances, including, but not limited to, the situations below.

- Cancellation of the policy by either You or Us.
- If You choose not to renew the policy or move to another product of ours.
- If We decline to issue a renewal invitation to You.
- You change the car on cover.

3. How the 123GO Device works

The 123GO Device monitors information about how Your Car is used and driven. This includes, but is not limited to, the following:

- Your Car's speed during a journey.
- How often and how hard You or any driver brakes.
- How quickly You or any driver accelerates.
- How You or any driver take corners.
- How many kilometres the car is driven.
- The date and time of journeys.
- The location of Your Car.

The device monitors this information whenever it is active in the car. This applies whether the car is being driven or not, and regardless of who is driving it.

We use this information to:

- Help calculate insurance premiums and assess risk.
- Help investigate and understand the circumstances of an accident
- Keep track of the kilometres available under Your policy.
- Identify driving that does not meet the policy requirements.

Data Collection

Your 123GO Device must regularly send driving data to Us. If We do not receive any data from the device for 21 days in a row or more, We will contact You.

We may ask You to start or drive Your Car so We can check that the 123GO Device is working properly and there is no fault with it.

If You do not respond to our requests, We may cancel Your policy.

Intermittent or insufficient data being received

If the device is not sending data all the time, it may not be installed correctly. Other devices in Your Car, like a GPS, radio, or Bluetooth connection, could also be causing this.

If this is applicable to You, You will need to deactivate these devices to resolve the issue. We will monitor the GPS signal and if problems persist, We will be in contact with You to book a service call to try and resolve the problem.

If We cannot get enough data from the device, We may cancel Your 123GO Motor Policy or We may not be able to renew Your 123GO Motor Policy.

123GO Device Faults

If We think there may be a problem with Your 123GO Device, We will contact You to arrange for it to be checked and fixed.

You must also contact Us if You believe the 123GO Device is not working properly or may be faulty.

We will work with You to investigate and fix the problem. If You do not respond to our attempts to contact You, We may cancel Your policy.

If the 123GO Device is damaged or develops a fault because of something You do, or because of someone other than Us, You will be responsible for any repair or replacement costs.

As far as the law allows, We are not responsible for any loss, damage, costs, or liability that arise from the use of the 123GO Device.

If You experience any problems with the 123GO Device, or if You become aware that it has been tampered with, You must contact Us as soon as possible.

Tampering with the 123GO Device

The 123GO Device has built-in security features to detect interference or tampering. As a condition of Your insurance policy, You must not allow anyone to interfere with, alter, disconnect, or tamper with the 123GO Device unless We have authorised it.

If We find that the 123GO Device has been tampered with, or that someone has interfered with the signals it sends or receives:

- The warranty for the 123GO Device will no longer apply.
- We may cancel Your insurance policy. See the Cancellation section for more details.

The 123GO Device must remain installed, connected, and working properly, and You must not allow anyone to interfere with it.

Top Up Kilometres

Your policy only provides cover for the number of kilometres shown on Your Insurance Schedule.

The 123GO Device monitors how many kilometres Your Car has travelled. We will regularly let You know how many kilometres You have left.

Before You use up all of Your Available Kilometres, You must contact Us (or We may contact You) and choose one of the following options:

- Buy additional kilometres by paying an extra premium.
- Stop driving Your Car for the rest of the Period of Insurance.
- Cancel Your policy.

If You do not choose one of these options before Your Available Kilometres run out, We may cancel Your policy. Please see the Cancellation section for more details.

Important

Any kilometres included in Your policy, as well as any Top Up Kilometres You buy, must be used during the current Period of Insurance.

Any unused kilometres cannot be carried forward to the next Period of Insurance.

123GO Device Warranty

Once the 123GO Device has been installed, We will provide a warranty that covers problems caused by:

- A fault in the design of the device.
- A fault in how the device was made or installed.
- Faulty or defective parts or materials used in the device.

This warranty starts from the date the 123GO Device is installed.

Unacceptable Driving

We may cancel Your policy if the information collected by the 123GO Device shows driving that We consider unacceptable regardless of who is driving Your Car at the time.

This includes, but is not limited to, situations where Your Car is driven above the legal speed limit, regardless of who is driving Your Car at the time.

In simple terms: If the driving data from the 123GO Device shows unsafe or unacceptable driving behaviour, such as speeding by anyone driving Your Car, We may decide to cancel Your insurance policy

If Your policy is cancelled Your 123GO Device will not be removed but We will terminate the collection of data.

Section 1 – Legal Liability to Others

What is covered under this section?

✓ Legal Liability Cover

We will cover You or any Person whose Liability is Covered for any amounts You legally have to pay as a result of negligently using Your Car, and any trailer being towed by it as permitted by law, if You accidentally cause the death of, or bodily injury to, any person or damage to any person's property.

The limit for property damage is €30 million.

✓ Legal Costs

If there is a claim under this section and We agree in writing, We will also pay:

- Solicitor's fees for representing You at a Coroner's inquest related to a death,
- Solicitor's fees for defending You in a District or Circuit Court,
- Legal costs for defending You if You are charged with manslaughter or dangerous driving or careless driving causing death or serious injury.

We will pay up to €5,000 for these legal costs.

Note: In this section, "car" also includes any trailer or other vehicle attached to Your Car as shown on Your Certificate of Insurance.

What is NOT covered under this section?

- ✗ Damage to Your Car or anything inside, or on Your Car.
- ✗ Damage to property that You or anyone covered by this policy owns or has in their possession or control.
- ✗ Any injury to You or anyone covered by this policy while that person is driving or in charge of the insured car.

Section 2 – Driving Other Cars

There is no cover under this section for 123GO Car Insurance.

Section 3 – Accidental Damage

(Please check Your Schedule to see if this cover applies)

What is covered under this section?

✓ **Accidental Damage**

We will pay for accidental damage to:

- Your Car
- Your Car's spare parts while they are in, or on Your Car

Note: An Excess applies. The exact amount is shown in Your Schedule.

✓ **If Your Car Is Beyond Economical Repair**

This means the cost to repair Your Car plus its salvage value is more than its market value before the accident or the sum You last declared to Us.

If this happens, We may choose to:

- repair Your Car, or
- pay You for the loss, or
- replace Your Car with a new car of the same make and model, subject to availability, if the loss is within 12 months of You first registering it as new.

If We pay You for the loss or replace Your Car, We may take ownership of the damaged car

✓ **Towing and Delivery Costs**

If Your Car is not driveable due to damage covered by this policy:

- We will pay up to €500 for reasonable costs to protect and move Your Car to the nearest repairer and storage.
- After repairs, We will pay up to €500 to deliver Your Car back to the address on Your Certificate of Insurance.

We may ask You to keep Your Car in a safe place.

✓ **Replacement Car**

If You have a valid claim under this section We will pay for the cost of hiring a temporary replacement car, subject to the following conditions:

- The replacement car must be arranged through one of Our approved repairers or Our approved Car hire firm. An approved repairer is a repairer We have chosen to work with to fix Our customers' cars.
- The maximum amount We will pay for car hire is €200 for any one incident that results in a claim under this policy.

Your existing insurance does not automatically cover the hired car. Before You drive it, You must transfer Your insurance to the hired car.

✓ **We will pay for damage to the electric or plug-in hybrid car charging equipment listed below:**

- Your wall charger, and
- Your charging cables

The maximum We will pay is €500 for any one claim, no Excess applies.

✓ **We will pay to replace a child seat or booster seat if it is damaged as long as:**

The seat is designed for use in a private car and has been used according to the manufacturer's instructions.

✓ **We will pay for the cost of cleaning and treating the engine if it is damaged because:**

The wrong type of fuel or fluid was used in Your Car.

The maximum We will pay is €700 for any one claim.

✓ **Fire Brigade Charges**

If the fire brigade attends an incident that leads to a valid claim:

We will pay up to €1,500 for charges You are legally required to pay.

✓ **Hire Purchase or Contract Hire**

If Your Car is:

- under a hire purchase agreement, or
- contract-hire agreement,

We may pay the legal owner listed in that agreement.

✓ **Maximum Payment**

The most We will pay for any loss or damage under this section is Your Car's Pre-Accident Value or the sum You last declared to Us, whichever is lesser amount.

What is NOT covered under this section?

- ✗ Damage to tyres caused by braking, punctures, cuts, or bursts.
- ✗ Loss of use of Your Car.
- ✗ Any depreciation in Your Car's value.
- ✗ Normal wear and tear, or any mechanical, electrical, or computer breakdowns or failures.
- ✗ Damage caused by shock waves from aircraft or other flying objects traveling at sonic or supersonic speeds.
- ✗ The cost of hiring another car not arranged through one of Our approved repairers or Our approved Car hire firm.
- ✗ The cost of parts that are priced higher than the manufacturer's latest price guide in Ireland.
- ✗ Any part of a repair or replacement that makes Your Car better than it was before the damage happened.
- ✗ Any loss or damage caused by Your Car being confiscated or destroyed by the Government, Police/Gardai, or any public authority.
- ✗ Any loss or damage to Your Car that happens because the car was taken and then returned to its legal owner.
- ✗ Any loss or damage that is caused deliberately by You, or by anyone else whose Liability is insured under this policy.
- ✗ Loss or damage to any modifications made to Your Car.
- ✗ The cost of replacing any parts damaged because the wrong type of fuel or fluid was used in Your Car.

Section 4 - Fire and Theft

(Please check Your Schedule to see if this cover applies)

What is covered under this section?

✓ **Fire, Theft, and Damage**

We will cover damage to Your Car if caused by:

- Fire
- Lightning
- Explosion
- Theft or attempted theft

✓ **If Your Car is Beyond Economical Repair**

This means the cost to repair Your Car plus its salvage value is more than its market value before the accident or the sum You last declared to Us.

If this happens, We may choose to:

- repair Your Car, or
- pay You for the loss, or
- replace Your Car with a new car of the same make and model, subject to availability, if the loss is within 12 months of You first registering it as new.

If We pay You for the loss or replace Your Car, We may take ownership of the damaged car.

✓ **We will pay to replace a child seat or booster seat if it is lost or damaged as long as:**

The seat is designed for use in a private car and has been used according to the manufacturer's instructions.

✓ **Towing and Delivery Costs**

If Your Car is not driveable due to damage covered under this section:

- We will pay up to €500 for reasonable costs to protect and move Your Car to the nearest repairer.
- After repairs, We will pay up to €500 to deliver Your Car back to the address on Your Certificate of Insurance.

We may ask You to keep Your Car in a safe place.

✓ **Lock and Alarm Replacement**

If Your Car keys are stolen from Your home during a violent break-in, We will pay up to €1,000 to replace Your Car's locks and alarm

✓ **Car Replacement**

If Your Car is stolen and not recovered, We may choose to replace it with a car of the same make, model, condition, and year.

If We replace Your Car, We may take ownership of the original car that was replaced.

✓ **Fire Brigade Charges**

If the fire brigade attends an incident that leads to a valid claim:

We will pay up to €1,500 for charges You are legally required to pay.

✓ **Replacement Car**

If You have a valid claim under this section We will pay for the cost of hiring a temporary replacement car, subject to the following conditions:

- The replacement car must be arranged through one of Our approved repairers or Our approved car hire firm.. An approved repairer is a repairer We have chosen to work with to fix Our customers' cars.
- The maximum amount We will pay for car hire is €200 for any one incident that results in a claim under this policy.

Your existing insurance does not automatically cover the hired car. Before You drive it, You must transfer Your insurance to the hired car.

Note: In this section, "car" also includes Your Car's spare parts while they are in, or on Your Car.

✓ **Maximum Payment**

The most We will pay for any loss or damage under this section is Your Car's Pre-Accident Value or the sum You have declared to Us, whichever is lesser amount.

What is NOT covered under this section?

- ✗ Damage to electrical equipment that was not installed by the car manufacturer.
- ✗ Replacement of Your Car's locks if Your keys were:
 - stolen by trickery (deception), or
 - taken by a family member or someone who lives with You, where You did not report it to the Police/Gardaí immediately.
- ✗ Theft or unauthorised taking of Your Car if:
 - it was stolen by trickery (deception), or
 - taken by a family member or someone who lives with You, and You did not report it to the Police/Gardaí immediately (written proof required).
- ✗ Loss or damage from theft or attempted theft:
 - if You left Your Car unlocked, or
 - if the keys or locking device were left in or on the car.
- ✗ Any taxes You can claim back or are exempt from, such as Vehicle Registration Tax (VRT) or VAT.

Section 5 - Windscreen

(Please check Your Schedule to see if this cover applies)

What is covered under this section?

✓ Glass Repairs

We will pay to repair or replace broken or damaged glass in Your Car's windscreen or windows.

If the glass breakage scratches the car's bodywork, We will cover that too.

How to Claim

Call Us on the number shown on page 2 of this booklet if You need to make a claim.

All claims must be approved before any repair or replacement work starts.

✓ Approved Repairer

If You use Our approved windscreen repairer, We will cover the full cost.

If You choose a different repairer, the most We will pay is €225.

What is NOT covered under this section?

- ✗ Damage to glass in sunroofs
- ✗ Panoramic roofs
- ✗ Mirrors
- ✗ Any scratches to the car's bodywork caused by these types of glass breakages

Section 6 – Using Your Car Abroad

(Please check Your Schedule to see if this cover applies)

What is covered under this section?

- ✓ We provide the legal minimum insurance required by law to use Your Car in any European Union country and any other country that has an agreement in place to meet EU motor insurance requirements.

- ✓ **Your policy cover is also automatically extended to use Your Car in:**
 - Any country within the European Union, and
 - Any other country that has an agreement in place to meet EU motor insurance requirements. You should check with Us for the up-to-date list of these if You are unsure.

This is limited **to 31 days** in total during the Period of Insurance.

Section 7 – No Claims Discount Full Protection

(Please check Your Schedule to see if this cover applies)

What is covered under this section?

✓ One Claim in 1 Year

With No Claims Discount Full Protection, Your No Claims Discount is protected if You make one claim in one year of insurance of any amount, subject to the following rules:

- If You make one claim during the Period of Insurance, Your No Claims Discount will stay at the same level it was the previous year.
- If You make a second claim during the Period of Insurance, Your NCD will be reduced by three levels on the NCD scale.
- If You make more than two claims during the Period of Insurance, Your No Claims Discount will be reduced to zero.

Stage of NCD at last renewal	Stage of NCD at next renewal			
	0 Claims	1 Claim	2 Claims in a single Period of Insurance	More than 2 claims in single Period of Insurance
0	1	0	0	0
1	2	1	0	0
2	3	2	0	0
3	4	3	0	0
4	5	4	1	0
5	6	5	2	0
6+	6	6+	3	0

Important notes about claims and Your No Claims Discount

- Even if Your No Claims Discount is protected, Your insurance premium may still increase. This can be due to other factors We take into consideration.
- If a claim is reported very close to your renewal date, it may not be included in that renewal. It may be counted in the next Period of Insurance instead.

Claims that affect your No Claims Discount

Claims made under the following sections:

- Section 1 - Legal Liability to others
- Section 3 - Accidental Damage

Note: A claim under Section 3 Accidental Damage, when Your Car is hit by an uninsured driver, will not affect Your No Claims Discount, if We know who the uninsured driver is.

Claims closed with no payment, payment of fees only or where We recover Our full outlay

If We have reduced Your No Claims Discount because of a claim being notified to Us, We will:

- Reapply Your No Claims Discount, and
- Refund any extra premium You paid because of Your NCD being reduced.

Section 8 – Personal Accident

(Please check Your Schedule to see if this cover applies)

What this section covers

- ✓ We will pay up to €25,000 per person if You, Your Spouse or someone covered by this policy, is:
injured while driving Your Car, while in the car or while getting into or out of it, and the injury results in any of the following:
- Death
 - Permanent and total loss of sight in one or both eyes
 - Permanent loss of one or more limbs through amputation at, or above the wrist or ankle

Additional conditions:

- The loss must occur within 12 months of the accident.
- The loss was caused by a sudden accident, there are visible signs that it happened, and no other cause contributed to it
- Only one payment will be made for each incident, even if more than one type of injury occurs.
- The maximum We will pay per person in any one Period of Insurance is €25,000.
- If the payment is for death, it will be paid to the legal representatives of the deceased.

What is NOT covered under this section?

- ✗ We will not provide any benefit under this section where the driver of Your Car was under the influence of alcohol or drugs at the time of the incident.

Section 9 – Personal Belongings

(Please check Your Schedule to see if this cover applies)

What is covered under this section?

- ✓ We will pay You for loss or damage to personal belongings that are in Your Car, including:
- personal items
 - personal medical equipment
 - prescribed medication
 - clothing

This cover applies only if the loss or damage is caused by fire, theft, or attempted theft.

The maximum amount We will pay under this section is €500.

If payment is due to someone other than You, We will pay that person directly.

What is NOT covered under this section?

- ✗ Any loss if the Car
- is left unlocked or
 - the items claimed for were left in plain view.
- ✗ Loss or damage to:
- Money, including cash, cryptocurrency, stamps, or tickets.
 - Items related to a business, such as goods or samples being carried for trade or work purposes.
 - Electrical equipment that was not originally fitted to Your Car by the manufacturer.
 - Jewellery of any kind.
 - Personal electronic devices including mobile phones, iPads, tablets and laptops

Section 10 – Accident and Emergency

(Please check Your Schedule to see if this cover applies)

What is covered under this section?

- ✓ We will pay up to **€100** per person for medical costs if You, the driver or any passenger in Your Car is injured in an accident involving Your Car.

The most We will pay in total during one Period of Insurance under this section is €1,000.

Section 11 – Emergency Overnight Accommodation

(Please check Your Schedule to see if this cover applies)

What is covered under this section?

- ✓ If Your Car cannot be used because of an accident or incident covered by this policy, and You cannot get to Your destination that day, We will pay for emergency overnight accommodation.

We will pay for one night's stay only up to €95 per person, or €380 in total for everyone travelling in the car.

Section 12 – Motor Breakdown Assistance

(Please check Your Schedule to see if this cover applies)

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 the numbers below. This Motor Breakdown Assistance cover does not apply to any car that You may drive under the Driving of Other Cars Section should the Driving of Other Cars Section apply to You.

What is covered under this section?

✓ **Breakdown Assistance**

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 benefits:

- one hour's labour at the roadside if Your Car can be repaired where it breaks down or has been damaged;
- towing Your Car to the nearest car repairer or to a car repairer of Your choice, whichever is closer and the cost of public transport for You to return to the repairer to collect Your Car after it has been repaired;
- somebody to assist You in the event of a breakdown at Your home, which We will take to be the address You last advised to Us.

✓ **Completion of Journey**

If Your Car breaks down or is damaged away from home and repairs cannot be made where Your Car breaks down or is damaged, We will arrange and pay for one of the following:

- (i) onward transportation for You and Your passengers home or to Your intended destination within the island of Ireland, or
- (ii) use of a replacement car for up to 48 hours while repairs are carried out; or
- (iii) 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.

✓ **Message Relay**

We will pass on two urgent messages for You.

What should You do?

Should You require assistance, please telephone

Emergency Helpline: 00 353 1 241 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 this number. If You make Your own arrangements You will not be reimbursed.

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 That Apply to Section 12

1. No benefit shall be payable unless We have been notified and have authorised assistance prior to availing of such benefit. To avail of benefit under this Section You must contact Us via the Emergency Helpline Numbers provided.
2. In the event of theft of Your Car, the theft must be reported to a Garda or Local Authority as appropriate before any benefits can apply.
3. The Policy number must be quoted when calling for assistance. We or a person assisting You may ask You for identification such as a driving licence include or relevant identification before providing assistance.
4. If You cancel the Policy, no return of premium will be allowed in respect of the Motor Breakdown Assistance portion of the premium if any.
5. No Benefits will be provided outside the island of Ireland.
6. Vehicles eligible for assistance will be restricted to Your Car.
7. 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 cash or credit card deposit. It is also a condition of car hire that the replacement car must be returned to the pick up point.

Conditions That Apply to Section 12 (continued)

8. 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.
9. We may refuse assistance in circumstances where a driver is clearly intoxicated.
10. 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.
11. Cover is not applicable if Your Car has been modified for or is taking part in racing, trials or rallying.
12. Your Car shall at all times be maintained in a good mechanical and roadworthy condition and be regularly serviced.
13. We may decide that We cannot recover Your Car if it has modifications to its wheel arches, front and rear bumpers or alterations to its suspension levels as it may be damaged during recovery.

Section 13 – No Claims Discount Step-Back

(Please check Your Schedule to see if this cover applies)

If You make a claim during the Period of Insurance:

Your No Claims Discount will be reduced by three levels on Our No Claims Discount scale when Your policy is renewed.

If You make two or more claims in the same Period of Insurance, Your No Claims Discount will be reduced to zero at renewal.

Important notes about claims and Your No Claims Discount

- Even if Your NCD is protected, Your insurance premium may still increase. This can be due to other factors We take into consideration.
- If a claim is reported very close to your renewal date, it may not be included in that renewal. It may be counted in the next Period of Insurance instead.

Claims that affect Your No Claims Discount

Claims made under the following sections:

- Section 1 - Legal Liability to others
- Section 3 – Accidental Damage

Note: A claim under Section 3 Accidental Damage, when Your Car is hit by an uninsured driver, will not affect Your No Claims Discount, if We know who the uninsured driver is.

Stage of NCD at last renewal	Stage of NCD at next renewal		
	0 Claims	1 Claim	2 or more claims in single Period of Insurance
0	1	0	0
1	2	1	0
2	3	2	0
3	4	3	0
4	5	4	0
5	6	5	0
6+	6	6+	0

Claims closed with no payment, payment of fees only or where We recover Our full outlay

If We have reduced Your NCD because of a claim being notified to us, We will:

- Reapply Your No Claims Discount, and
- Refund any extra premium You paid because of Your NCD being reduced.

Section 14 – No Claims Discount

(Please check Your Schedule to see if this cover applies)

If You do not make a claim under this Policy during in the insurance year, We will increase the No Claims Discount, in accordance with Our six-year scale at the next renewal date.

If You make a claim during the Period of Insurance, Your No Claims Discount will reduce to zero at renewal, unless You have purchased either Section 13 or Section 7 covers. If You have they will be displayed on Your Schedule.

Important notes about claims and Your No Claims Discount

- If a claim is reported very close to your renewal date, it may not be included in that renewal. It may be counted in the next Period of Insurance instead.

Claims that affect Your No Claims Discount

Claims made under the following sections:

- Section 1 - Legal Liability to others
- Section 3 – Accidental Damage

Note: A claim under Section 3 Accidental Damage, when Your Car is hit by an uninsured driver, will not affect Your No Claims Discount, if We know who the uninsured driver is.

Stage of NCD at last renewal	Stage of NCD at next renewal
	1 or more claims in single Period of Insurance
0	0
1	0
2	0
3	0
4	0
5	0
6+	0

Claims closed with no payment, payment of fees only or where We recover Our full outlay

If We have reduced Your NCD because of a claim being notified to us, We will:

- Reapply Your No Claims Discount, and
- Refund any extra premium You paid because of Your NCD being reduced.

Section 15 – Keycare Cover

This section of the policy applies only if the cover is shown in the policy Schedule.

The definitions listed below apply to this section of cover in the policy only.

Call-out limit	A maximum of €1,500 in respect of any Insured Key locked inside Your home, or vehicle.
Cover limit	A maximum of €1,500 (inclusive of Call-out limit) in each Period of Insurance.
Fob	The numbered key Fob issued to the Fob-holder by Us, which We have registered in the Fob-holder's name.
Fob holder	The person in whose name We have registered the Fob.
Insured event	The loss or theft of any Insured Key, or any Insured Key locked inside Your home or vehicle during the Period 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 vehicle or premises; 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.
Territorial Limits	The European Union, Northern Ireland, Great Britain, The Isle of Man OR Channel Islands.
You/Your	The Fob-holder.

Cover provided by Section 15 of the Policy

If during the Period of Insurance and within the Territorial limits an Insured key is lost or stolen or locked inside your home or vehicle, We will:

- ✓ 1. Pay up to €1,500 per individual Fob (as detailed in Your policy Schedule) in respect of locksmith charges, new locks (if a Security Risk has arisen), replacement keys (including any immobiliser, infra-red handset and/or alarm which is integral to any Insured key if such cannot be reprogrammed) and the reprogramming of immobilisers, infra-red handsets and alarms which are attached to the Fob but are not integral to an Insured key.
- ✓ 2. Pay a €10 reward to the finder of a lost Insured key.
- ✓ 3. Provide an emergency helpline 24 hours a day, 365 days a year. An Insured Key is broken / broken in a lock by You, the Insurer will cover You up to €100 per claim in respect of the cost of a Replacement Key and Locksmith Charges

What is not covered under this section?

- ✗ a) Any loss or benefit under this section that is not reported using the dedicated telephone number +353 1 5181412 and Your unique Fob number.
- ✗ b) 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.
- ✗ c) 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.
- ✗ d) Keys lost or stolen that do not belong to You unless You are deemed responsible for them.
- ✗ e) Claims for replacement locks for properties You do not own.
- ✗ f) Any amount exceeding the Cover limit in aggregate in the same Period of Insurance.
- ✗ g) 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.
- ✗ h) Insured keys which are lost until 48 Hours 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).
- ✗ i) Insured keys lost or stolen from someone other than You, or any other person named on the Certificate of Insurance.
- ✗ j) Any associated costs (other than the cost of replacing the Insured key) where duplicate keys are available. Unless there is a Security Risk.
- ✗ k) Sums claimed for replacement keys exceeding a maximum of 3 per lock.
- ✗ l) Any Insured event not reported to Us within 45 Days.
- ✗ m) Wear and tear and/or general maintenance of, locks and keys.

Exceptions to Section 15 of the Policy (continued)

What is not covered under this section?

- ✗ n) Replacement locks or keys of a higher standard or specification than those replaced.
- ✗ o) 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.
- ✗ p) 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.
- ✗ q) 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.
- ✗ r) Any loss of earnings or profits which You suffer as a result of the loss or theft of an Insured key.
- ✗ s) Claims arising from any deliberate or criminal act or omission by You.
- ✗ t) Loss or theft of an Insured key which occurs outside the Period of Insurance.
- ✗ u) Claims arising as a result of Your failure to take reasonable steps to safeguard an Insured key
- ✗ v) Costs relating to a key broken/broken in a lock which exceed the €100 limit per claim, accidental damage to the key only and damage to locks only

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

Compliance and Precautions

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 all reasonable steps to protect the Insured key and minimise the cost of any claim.

Making a claim under Section 15 of Your policy

Claim Notification

To make a claim call Us on 003531 5181412 and quote the Fob number. You must report any claim to Us as soon as reasonably possible and within 45 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.

Theft

If an Insured key has been stolen it must be reported to the Gardai immediately and the Pulse identification number obtained. Insured keys lost outside Your home must be reported to the Gardai or relevant authority if they are lost outside the Republic of Ireland.

Maximum Number of Claims

There is no limit to the number of separate claims which You may make within the Period of Insurance, subject to the total aggregate sum payable in each Period of Insurance not exceeding the Cover limit.

Evidence of ownership

When You make a claim evidence of ownership of the vehicle or premises to which the stolen or lost keys relate may be required.

General Exclusions that apply to the whole policy

These exclusions apply to every section of Your policy.

1. **Contracts and agreements**

We do not cover liabilities You take on because of a contract or agreement, unless You would have been legally responsible even without that agreement.

2. **Computer systems and electronic data**

We do not cover loss or damage to computers or electronic systems, including hardware, software, data, or microchips, where the loss is caused by:

- Transferring harmful software such as viruses, worms, Trojan horses, or similar damaging code, whether intentionally or accidentally.
- A system or device failing to recognise the correct date (for example, date-related faults).

3. **Unauthorised drivers or incorrect use**

We do not cover claims if Your Car is:

- Driven by someone not permitted under Your Certificate of Insurance, or
- Used for a purpose not allowed under the “Limitations as to Use” shown on Your Certificate.

4. **Driver licence and policy requirements**

We do not cover claims unless the person being insured or driving Your Car:

- Holds a driving licence for the vehicle and follows all legal licence conditions,
- Has held and is not disqualified from holding or getting a licence,
- Is properly accompanied by a qualified driver if driving on a learner permit, in line with road traffic laws. A qualified driver is a person who has held a full driving licence in the same category for a continuous period for 2 years.
- Has complied with the information provided in the Statement of Fact, and
- Is named on the Certificate of Motor Insurance.

5. **Certain major events and risks**

Unless cover is required by law, We do not cover claims caused by:

- Nuclear risks, including radiation or radioactive contamination from nuclear fuel or materials.
- War-related events, including war (declared or not), invasion, rebellion, revolution, insurrection, riot or civil unrest.
- Terrorism, including any action taken to prevent or control an act of terrorism.

Conditions that apply to the whole policy

What You must follow for this policy to operate.

1. Other Insurance

If another insurance policy also covers the same:

- loss,
- damage, or
- legal Liability.

We will only pay Our rateable share of the claim.

We will not provide cover under Section 1 (Liability to Others) if another insurance policy already covers the person making the claim.

2. Looking after Your Car

- You must do what a reasonable person would do to protect Your Car from being lost, stolen, or damaged.
- You must keep Your Car in good working order and safe to drive and meet all legal requirements.
- The insurer is allowed to access and inspect Your Car at any time.

3. If You have an accident or need to make a claim:

- You (or someone acting for You, if You cannot) must tell Us about the accident, injury, or damage as soon as reasonably possible.
- If You receive any letters, legal documents, or information about the accident or claim, send them to Us straightaway.
- You must also tell Us immediately if You are charged with any Road Traffic Act offence or required to attend a Coroner's Inquest that could involve a claim under this policy.
- You may be required to complete an Accident Report Form and You must provide any other documents We ask for.
- You or anyone covered by this policy must not admit fault, agree to pay anything, make promises, or try to settle a claim unless We have given written permission.
- We can take control of handling, defending, settling, or pursuing a claim on Your behalf.
- Anyone making a claim under this policy must give Us any information, documents, or assistance We reasonably ask for.

4. Cooling-off period

You have 14 days to change Your mind and withdraw from this policy. The 14 days start from the day Your cover begins or the day You receive Your policy documents, whichever is later. This is provided there is no claim made in those 14 days.

If You withdraw from the policy, it is treated as never having existed, You get a full refund and, You cannot make a claim later under this policy.

5. Cancelling Your policy and making changes during the policy term

If We cancel the policy

We can cancel Your policy by giving You 10 days' notice in writing to Your last known address or email.

You will get a refund for any remaining unused cover

At cancellation your 123Go Device will not be removed but we will terminate the collection of Your data

If You cancel the policy

You can do so at any time by contacting Us.

Your cover will end on the date We receive Your cancellation request.

You may be entitled to a refund for any unused cover.

If You cancel the policy, We will deduct a fixed administration cost from any refund. This is a non-refundable part of the premium.

6. Changes during the policy term

We will not charge or refund amounts less than €25 (including government levy), when You make a change to Your Policy

Note: This may not apply to changes made under the following sections:

- Section 5 - Windscreen
- Section 7 - No Claims Discount Full Protection
- Section 12 - Breakdown Assistance
- Section 13 - No Claims Discount Stepback
- Section 14 - No Claims Discount
- A change to Policy Excess requested by You

7. Compulsory insurance laws

If the law in any country requires Us to make a payment that would not normally be covered under this policy, You must pay back any amount We were legally required to pay on Your behalf.

8. Alcohol or drugs

The policy does not cover You if the driver of the car:

- i) is convicted of driving under the influence of alcohol or drugs
- ii) is given a fixed penalty for driving under the influence of alcohol or drugs
- iii) admits to driving under the influence of alcohol or drugs except where the law requires Us to pay.

We can ask You to repay any amount We have paid before We became aware of any of i,ii and iii, except where the law requires Us to pay.

9. Economic, Financial or Trade Sanctions

We shall not provide coverage or be liable to provide any Indemnity or payment or other benefit under this policy if and to the extent that doing so would breach any Prohibition. If any Prohibition takes effect during the Period of Insurance You or We may cancel that part of this policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address.

If the whole or any part of this policy is cancelled We shall, if and to the extent that it does not breach any Prohibition, return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements.

For the purpose of this clause a Prohibition shall mean any prohibition or restriction imposed by law or regulation including but not limited to:

- Any prohibition or restriction under United Nations resolutions;
- Any prohibition or restriction under the trade and/or economic sanctions laws and/or regulations of Ireland, the United Kingdom, the European Union, the United States of America (including secondary sanctions) or any other jurisdiction relevant to the parties; and
- Any licence requirement and/or regulations in respect of transit and/or export control, under those laws and/or regulations, unless such licence or regulatory approval has been obtained prior to the activity commencing and We have approved the provision of insurance for the activity concerned.

Accident and Claims Procedure

Help Us help You!

- Do not admit fault at the scene of an accident, even if You feel sorry or think You may be to blame. Let Us handle any questions about who is responsible.
- Do not admit Liability, make an offer or agree to pay anything under this policy.
- Contact Us as soon as possible after the accident using the contact details on page 2 of this policy booklet.
- Our approved repairers will be able to help with repairs to Your Car.

We recommend that You:

- take photos of the vehicles at the scene if it is safe to do so and of the damage to the vehicles.
- draw a simple sketch showing where the vehicles were before and after the accident (This is best done while the details are still fresh in Your mind).
- Register Your new motor claim online where You can reconstruct what happened and where, confirm the level of damage to Your Car, and upload photos or videos to speed up the claim process. You'll receive Your claim reference number immediately along with an email confirming next steps.
- You must give Us all relevant information and reasonable help in dealing with the claim.

Send Us any letters You receive about this accident. This includes Prosecution and Inquest notices.

We have the right to handle the defence or settlement of any claim, and to take legal action in Your name if needed.

What the law requires after an accident

The following is a summary of the Rules of the Road:

- Stop at the scene and keep Your vehicle there for a reasonable time.
- To avoid danger or blocking traffic, mark the vehicle positions and move them off the road as soon as it is safe to do so.

If asked, You must give the following details:

- Your name and address;
- the name and address of the vehicle owner, if different;
- the vehicle registration number; and
- proof of insurance
 - to a Garda if one is present;
 - or if no Garda is present, to anyone involved or affected by the accident;
 - otherwise, to an independent witness if requested.

Notifying An Garda Siochana

- If anyone is injured, the accident must be reported to the nearest Garda station. That is not necessary if the Gardai attend the scene of the accident.
- If the accident involves property damage only, You do not need to report it to a Garda station. This is as long as You provide the required details to the property owner.

Accidents involving a visiting motorist

If the other driver is a visitor from another country, report the accident to:

Motor Insurance Bureau of Ireland
5 Harbourmaster Place, IFSC, Dublin 1
Telephone: 01 676 9944

Glossary of Terms

Some or all of these may be used in Your policy.

We understand that sometimes insurance terms can be confusing. We hope the list below helps You to understand Your policy.

Term	Explanation
123GO Device	A device fitted in Your Car that records information about journeys and driving and sends this information to Us.
Approved Repairer	A repairer selected and approved by Us to repair vehicles.
Approved Windscreen Repairer	A windscreen repair company authorised by Us
Assess Risk	The process of looking at information about a driver, vehicle, or driving habits to decide how likely it is that a claim could happen.
Available Kilometres	The number of kilometres You still have left to drive under Your policy before You need to stop driving, buy more kilometres, or renew Your policy.
Beyond Economical Repair	Where the cost of repairing Your Car, together with its salvage value, is greater than its market value immediately before the loss or damage occurred.
Bodily Injury	Physical injury, illness or disease suffered by a person.
Contract Hire Agreement	A vehicle rental agreement under which ownership of the vehicle remains with another party throughout the agreement.
Commercial Vehicle	A vehicle mainly used for business purposes or carrying goods.
Coroner's Inquest	An official investigation into the cause of someone's death.
Cryptocurrency	Digital money that exists electronically, such as Bitcoin.

Term	Explanation
Depreciation	The reduction in a vehicle's value caused by age, mileage, wear and market conditions.
Endorsement	A restriction, conviction, penalty or condition recorded against a driving licence.
Fire Brigade Charges	Charges imposed by a fire authority for attending an incident.
Fixed Administration Cost	A charge applied by the insurer for processing policy cancellations or policy changes.
Fraudulent Claim	Any claim containing information that is deliberately false, misleading, exaggerated or dishonest.
Hire Purchase Agreement	A finance agreement where ownership of the vehicle passes to the customer only after all agreed payments have been made.
Immobilised	Unable to be driven because of damage, breakdown or another mechanical problem.
Insurrection	An organised uprising or rebellion against a government or authority.
Learner Permit	A permit allowing a person to learn to drive subject to legal conditions.
Malicious Damage	Deliberate damage caused by another person.
Manslaughter	Unlawfully causing a person's death without intent to kill.
Market Value	The amount a vehicle would reasonably have sold for immediately before the loss or damage occurred.
Mechanical Breakdown	Failure of a vehicle's mechanical components.
Motor Trade Business	A business involved in selling, repairing, maintaining or handling motor vehicles.
NCD (No Claims Discount)	A discount earned for claim-free driving.

Term	Explanation
NCD Protection	An optional feature that protects all or part of a No Claims Discount after certain claims. An additional cost applies.
Negligence / Negligently	Failing to take reasonable care and causing injury, damage or loss as a result.
Outlay	The total amount paid by Us in connection with a claim.
Plug-in Hybrid Vehicle	A vehicle powered by both electricity and conventional fuel that can be recharged from an external electricity source.
Premium	The amount You pay for the insurance provided under this Policy.
Rateable Share	The insurer's proportion of a claim where more than one insurance policy provides cover for the same loss.
Roadworthy	Safe and legal to use on a public road.
Salvage Value	The value of Your Car in its damaged condition after a loss.
Solicitor	A qualified legal professional who provides legal advice and representation.
Tampering	Interfering with, altering, disconnecting, damaging, or trying to stop the 123GO Device from working properly.
Terrorism	The use or threat of violence for political, ideological or religious purposes.
Top Up Kilometres	Extra kilometres that You can buy during Your Period of Insurance if You are close to using all of the kilometres included in Your policy.
Unauthorised Taking	Taking a vehicle without the owner's permission.
Vehicle Registration Tax (VRT)	A tax payable on certain vehicles when registered in Ireland.

Term	Explanation
Wall Charger	Fixed charging equipment used to charge an electric vehicle at a home or business premises.
Warranty	A promise that the 123GO Device will be repaired or replaced if it develops certain faults or defects within the terms of the warranty.
Wear and Tear	Gradual deterioration caused by normal use over time.



an **[intact]** company

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