123.ie

Private Motor
Insurance Policy

PRIVATE MOTOR INSURANCE POLICY

Thank You for choosing RSA Insurance Ireland DAC as Your insurer.

We are delighted to have You as a customer and we look forward to insuring You for many years.

Please read the entire Policy, Statement of Fact, Schedule, any applicable Endorsements and the Certificate of Motor Insurance, and inform Us immediately if there are any errors, or if You are not happy with the Policy.

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

If there is anything You do not understand or require to be clarified, please contact Us on 1890 231123. Also if You need to make a claim, contact 1890 200 123 immediately.

Customer Service Complaints Procedure

We are committed to providing our customers with a high standard of service at all times. If you have a complaint in connection with the services provided by 123.ie or in relation to your policy please contact:

The Complaints Manager,
123.ie,
PO Box 12123,
Dublin 18

Phone 1890 231 123, Outside Ireland 00353 1 5246 000
Email: complaints@123.ie
Web: www.123.ie

If you have a complaint in relation to the treatment of a claim please contact the Customer Service team at;

RSA Insurance Ireland DAC
RSA House
Dundrum Town Centre
Sandyford Road
Dublin 16

Telephone 1890 290100, Outside Ireland 00353 1 2901000
Email complaints@ie.rsagroup.com

In the event of your complaint not being resolved to your satisfaction you may contact The Insurance Information Service, Insurance Ireland, Insurance Centre, 5 Harbourmaster Place, IFSC, Dublin 1, DO1 E7E8. Telephone (01) 676 1820 or the Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29.
Telephone 1890 882 090 or (01) 662 0899.

Making a claim

It is important to get You back on the road as quickly as possible. That's why our Claims Assist Team is available 24 hours a day, 365 days a year. Help is always just a phone call away.

1. Telephone the Claims Assist Team on 1890 200 123 (or 00353 1 290 1999 from outside the Republic of Ireland) with the first notification of Your claim. They will advise You what to do next and issue all appropriate documentation to You immediately.

2. We give You access to an Approved Repairer Network. If You have an accident and Your Car cannot be driven, our Approved Repairer Network will tow it to their premises if You have Comprehensive cover. This will safeguard Your Car from further damage from vandals or against theft of parts. Repairs can start immediately. If the Approved Repairers are not used, You may authorise repairs if the conditions specified under Provisos to Sections 3 and 4 E are met.

3. An Excess is the first amount of a claim for loss or damage to Your Car that You must pay. The Excess that applies to Your Policy is shown in Your Schedule. When repairs have been completed You may have to pay the Excess directly to the repairer before You can take delivery of Your Car.

Breakdown Assistance

Details of the cover is set out in Section 12.
To avail of this cover please telephone **00353 1 241 8572**

Keycare Cover

Details of the cover is set out in Section 15.
To make a claim call Us on **00353 1 518 1412** and quote the Fob number. You must report any claim to Us as soon as reasonably possible and within 30 days of the Insured event.

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IMPORTANT: *The Schedule You get with this Policy shows the relevant Sections and Endorsements that apply to You.*

DEFINITIONS

The following words shall have the same meaning wherever they appear in this Policy:

We / Us / Our: RSA Insurance Ireland DAC.

You / Your: The person named as the Insured in the Certificate of Motor Insurance.

Your Car: The vehicle that is identified on the current Certificate of Motor Insurance issued to You, or any car that we agree to temporarily transfer cover onto in place of the vehicle that is identified on the current Certificate of Motor Insurance. The car must be owned by You or Your spouse.

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.

Schedule: The Schedule enclosed with Your Policy, which indicates details of cover applicable to You.

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

Excess: The amount You must pay towards a claim for loss of or damage to Your Car.

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

Accessory/Accessories: Items that are optional additions to Your Car produced by the manufacturer of and are permanently fitted to Your Car.

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

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

Insured Person – A person entitled to indemnity under Section 1 of this Policy as described in paragraphs 1 and 2 of Section 1.

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

NOTE: Without exception the premium must be paid on or before the start / renewal date of this Policy to maintain this Policy in force.

INTRODUCTION

The Policy, the Certificate of Motor Insurance, the Schedule and any Endorsements are read together to form one contract. If a word or phrase has a specific meaning in any of these documents, it will have the same meaning wherever it appears.

All monies which become or may become due under this Policy will in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland in Euro unless we specifically say otherwise.

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

Duty of Disclosure

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

Your attention is drawn particularly to Condition 12 on page 31 of the Policy. The cover granted and the premium calculated for Your risk are based on the information provided by the Insured. You must give Us immediate notification of any change in the risk which materially affects this insurance.

Failure to disclose all material information, or disclosures of false information could result in the policy becoming void, a claim not being paid, claims paid being recovered from You, You becoming liable for additional premiums which we reserve the right to collect and Terms and Conditions of the policy being amended. Should we take any of these actions against You, then You will be obliged to disclose them on any future request for cover or quotation. These are considered as the application of Terms and this enforced action by Us, may affect Your ability to get insurance cover in the future.

Material information is any fact that RSA Insurance Ireland DAC (RSA) would regard as likely to affect the acceptance or assessment of the risk. Information is material if it would reasonably change the premium We charge, or would change a decision to provide You with insurance. Information We require includes for example, current medical details or history in respect of You or anyone else You propose to drive, and details of any claims previously made or submitted by You or anyone else You propose to drive. It is recommended that You keep a record (including copies of letters) of all information supplied for the purpose of this insurance. If You are in any doubt as to whether a fact or change is material or not, please contact Us.

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

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.

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

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 and registered in Ireland under number 148094 with registered office at RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16. The underwriter is RSA Insurance Ireland DAC which is a member of the RSA Group.
Tel: 1890 290 100.
Outside Ireland Tel: 00353 1 290 1000

You and We agree the following:

1. The Statement of Fact and the Declaration contained in the Statement of Fact is 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 conditions must be met:
   - You must comply with the terms, provisions, conditions and any specified Endorsements of this Policy.
   - There must be no Exceptions or exclusions which apply.
   - You must have paid the premium.
   - The statements and answers given in the Statement of Fact and Declaration must be correct and complete to the best of Your knowledge and belief.

Please review what information You need to disclose to Us, set out in Conditions That Apply to The Whole Policy (12 False Information). This is important information that You must tell Us. Failure to do so may lead to Us refusing to deal with Your claim.

Section 1
Legal Liability to Others

1 Cover for You

a) We will cover You against legal liability for damages and claimant's costs and expenses for:
   - Death of or bodily injury to any person
   - Damage to property up to €30,000,000

   in the event of any accident caused by through or in connection with:
   (i) Your Car;
   (ii) A trailer or disabled mechanically propelled vehicle which is attached to or being towed by Your Car as permitted by law;
   (iii) Any detached single-axle trailer not exceeding one half tonne unladen weight but excluding caravans, mobile homes, trailer tents, boat trailers and any trailer which incorporates machinery or other equipment.

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 €1,000 to defend You against legal action for manslaughter or causing death by reckless 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 above:

a) Any person driving Your Car with Your permission who is named in the Certificate of Motor Insurance.

b) Any passenger in or getting into or getting out of Your Car (but not the driver or person in charge of such vehicle 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 motor vehicle on their business, provided the driving and use is covered by the Certificate of Motor Insurance and the motor vehicle does not belong to such business partner or employer and is not hired or leased to them.

3. Cover for Legal Personal Representatives

If any person dies and they have incurred any liability which is covered under this Section, We will cover their legal personal representatives within the Terms and limits which applied to that person under this Policy.

4. Avoiding Certain Terms and Rights of Recovery

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 or from the person who incurred the liability.

5. 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 Policy

6. Fire Brigade and Emergency Service Fees

We will pay a fire authority for reasonable charges for which you are legally liable 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 under this Policy will be €1,500 in aggregate regardless of the section claimed under.

Section 2
Driving Other Motor Cars

We will cover You only under the terms of Section 1 of this Policy, provided Section 2 is operative on your policy schedule, while You are driving any private motor car with the owner's permission, providing:

(i) the car is not owned by You, Your employer or Your business partner
(ii) it is not hired to You or Your employer or business partners under a hire purchase agreement or a leasing agreement;
(iii) it is not owned by or in the custody or control of a Motor Trade Business of which You are a member, director or employee;
(iv) it is not a car-van with only 2 seats or less, nor a motorcycle nor commercial vehicle of any kind;
(v) there is no other policy in force, whether You are the policyholder of that policy or not, that covers Your driving of the car You are driving under this Section.

Motor Breakdown Assistance cover does not apply to any car that you may drive under this Driving of Other Motor Cars Section.

Exceptions to Section 1 and 2

We do NOT cover:

1. death, illness or bodily injury to the driver of Your Car or a person in charge of Your Car for the purpose of driving, covered by Section 1;
2. death, illness or bodily injury to the driver of any motor vehicle or a person in charge of any motor vehicle for the purpose of driving covered by Section 2;
3. loss or damage to any trailer or disabled mechanically propelled vehicle, covered by this Policy or to any property carried in or on such trailer or disabled mechanically propelled vehicle;
4. loss or damage to property owned by, or in the custody or control of, an Insured Person;
5. loss or damage to any motor vehicle or damage to any property sustained in or on such vehicle which is covered by either of these Sections;
6. any Insured Person, if:
   a) that person does not follow and comply with the terms, conditions and Endorsements of this Policy as far as they apply to that person;
   b) that person is entitled to cover under any other policy.
7. any claim or request for assistance under Section 12 - Motor Breakdown Assistance - while You are driving another car under Section 2 - Driving Other Motor Cars.

This cover may not apply to Your Policy. Before driving another car please check Your Certificate of Motor Insurance

Section 3
Accidental Damage to the Insured Vehicle

We will pay for accidental damage to Your Car and Accessories 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

We will pay for loss of or damage to Your Car and its Accessories 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

Clauses applicable to Sections 3 and 4

A. Payment of Claims

Subject to any rights You may have under the Replacement Vehicle Option in Paragraph C below, We may choose to repair or replace Your Car or any part of it or its Accessories or spare parts, or We may 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

We will pay for any claim for loss of or damage to Your Car and its Accessories and spare parts up to the market value of Your Car at the time of the loss or damage. The maximum We will pay shall not exceed the value of Your Car that was last declared to Us.

Our liability will be limited for the following:

(i) If any spare part is lost or damaged and We cannot get a replacement from stock in the Republic of Ireland We will pay the cost of this part as shown in the last price list issued by the manufacturer for use in the Republic of Ireland.

(ii) We will pay 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.

(iii) We will not pay for that part of the cost of any repair or replacement that improves Your Car beyond its condition before the loss or damage occurred.

(iv) Where Your Car's keys are stolen and the theft was accompanied by violence and/or forcible entry to Your permanent residence, We will pay up to a limit of €1000 per incident for replacing vehicle door lock(s), the ignition steering transmitter, the keys and central locking interface.

(v) We will pay a fire authority for reasonable charges for which you are legally liable 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 under this Policy will be €1,500 in aggregate regardless of the section claimed under.

C. Replacement Vehicle 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, 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. Recovery and Delivery

Following loss or damage which is insured under Section 3 or 4, We will pay:

- The cost of storing Your Car and taking it to the nearest suitable repairer, up to a maximum of €200.
- A reasonable cost of delivering Your Car after the loss or damage is repaired to Your address in the Republic of Ireland.

E. Repair Authority

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

1. You obtain two competitive repair estimates and the repairs are carried out using the lower estimate;
2. The total cost of repair is not estimated at more than €1000 (including parts, labour and all other charges);
3. 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.

Exceptions to Section 3 and 4

We do NOT cover:

1. loss of use, depreciation, wear and tear, mechanical or electrical breakdowns, failure or breakages;
2. any fall in the market value of Your Car;
3. loss or damage where Your Car is not owned and registered to You or Your Spouse unless otherwise specified to and agreed by Us;
4. damage to tyres caused by using brakes or by punctures, cuts or bursts;
5. loss or damage which is the direct result of pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;.
6. loss or damage to Your Car as a result of deception or any fraudulent action by a purported purchaser or his or her agent;.
7. 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 the vehicle;
8. theft of Your Car by any member of Your family;
9. loss of or damage to property being carried in or on any trailer, disabled mechanically propelled vehicle or Your Car;
10. any Excess as shown in the Schedule;
11. theft of Your Car or damage caused by attempted theft where Your Car was not locked and/or the vehicle keys were in the ignition or stored in the vehicle.
12. loss or theft of a Key is excluded if Section 15 of the policy is operative on Your policy.
13. any loss of or damage caused to Your Car arising out of, or caused by, the use of contaminated fuel or the use of incorrect fuel or the use of inappropriately treated fuel.

Section 5
Windscreen and Window Damage

Subject to the limits of cover below, 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.

a) The limit of payment for replacing window or sun roof glass will be:

Type of Repairer	Maximum Payment
• An approved windscreen repair company*	€1500
• Any other repairer	€225

A single claim made under a) above in one Complete Year of Insurance will not affect the allowance of No Claim Discount and will not be treated as a claim for the purposes of Section 7 or Section 13, whichever is applicable.

b) Should more than one claim be made under a) above within a Complete Year of Insurance, the second claim will be treated as a claim for the purposes of Section 7 or Section 13, as applicable and the No Claim Discount will be reduced as outlined in Conditions That Apply To The Whole Policy (1 No Claim Discount).

* To contact an approved windscreen repair company please phone 1890 200 123 and choose option 1 and then option 1 again.

Section 6
Using Your Car Abroad

European Union Cover -
We provide the minimum cover necessary to comply with the laws of any State which is a member of the European Union whilst Your Car is being used in that country. If the minimum cover in the Republic of Ireland is greater than the minimum required in the Member State in which Your Car is being used, the higher level of cover shall apply.
We also provide the minimum legal cover necessary to use Your Car in any other country where arrangements have been made or are made during the validity of this Policy to follow European Union Directives on Insurance of Civil Liabilities arising from motor vehicles which have been or will be approved by the Council of the European Union. Such countries are party to the "Green Card" system and include all EU and many other bordering countries. A full list of countries that participate in the system is available online at
www.direct.gov.uk/en/Motoring/OwningAVehicle/Motorinsurance
Please take Your Certificate of Motor Insurance with You as evidence that Your Policy meets the minimum European Union requirements.
This does not mean, however, that full Policy cover applies in these countries.

Full Policy Cover – European Travel
For visits abroad You are advised to obtain the equivalent cover of this Policy by asking Us to issue a Territorial Extension (Endorsement 28). We may grant You such cover for the countries specified in Endorsement 28 if You ask Us to issue a Territorial Extension and pay Us any additional premium required. This Extension includes cover for Your Car while in transit between the Republic of Ireland and any of the countries specified on the Extension.
Full Policy cover will not be operative unless You obtain a Territorial Extension (Endorsement 28) for visits beyond the Republic of Ireland and the Territorial limits specified in the introduction to this Policy.

Spain – (Bail Bond)
Subject to payment of any additional premium required, We will provide a guarantee or deposit up to €1270 to secure release, if You or the driver of Your Car are detained or Your Car is impounded by the authorities as a result of an accident in Spain that We cover. As soon as the guarantee is released or the deposit becomes recoverable, You must comply with the formalities and give Us every assistance to secure its cancellation or return. You must pay Us immediately any amount forfeited or paid in fines and/or costs of legal proceedings.

Section 7
No Claim Discount Protection

Please check Your Schedule to see if this cover applies. You may incur one claim of any amount under this Policy in a consecutive three year period without affecting the No Claim Discount.

a) If You do not make a claim 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 You make 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 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 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 you make additional claims under Your policy, which are not subject to No Claims Discount Protection, We will reduce Your No Claims Discount in accordance with Section 13 of the policy, 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.
g) Claims made under Section 15 Keycare will not affect Your No Claims Discount

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

We will pay one of the following benefits if You or Your Spouse 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 €5000
- Total and irrecoverable loss of sight of both eyes €5000
- Total loss of one or more limbs which have been severed at or above the wrist or ankle €2500
- Total and irrecoverable loss of sight of one eye €2500

We will pay the benefit, provided:
(i) the Policy is in the name of an individual;
(ii) Our liability does not exceed €5000 in total for all claims in any one period of 12 months;
(iii) only one of the above benefits apply for each person injured;
(iv) the driver of Your Car was not under the influence of drink, drugs or solvent abuse at the time of the injury;
(v) death or bodily injury was not due to suicide or attempted suicide.

Section 9
Personal Belongings

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.
We will NOT pay:
- more than €500 in any one Complete Year of Insurance;
- 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);
- 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;
- for jewellery;
- for goods, tools or samples being carried for any trade or business;

- for items which are covered by another insurance policy;
- 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;
- for loss of or damage to radios, mobile phones, 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, provisions, conditions and any Endorsements of this Policy. Their receipt of payment will end Our liability.

Section 10
Accident and Emergency Cover

We will refund medical expenses up to the sum of €100 per person, 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.

Section 11
Emergency Overnight Accommodation

We will pay necessary expenses for emergency overnight accommodation limited to one night and not exceeding €95 for any one person or €380 for all occupants of Your Car 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.

Section 12
Motor Breakdown Assistance

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 Motor Cars Section should the Driving of Other Cars Section apply to you.

1. 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 competent repairer or to a garage 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.

2. **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.

3. **Message Relay**
   We will pass on two urgent messages for You.

4. **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 these numbers. 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 PSNI station 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 or credit card 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.
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.

Exceptions to Section 12

We will not be liable:

1. For any liability or consequential loss arising from any act performed in the execution of the assistance services provided;
2. to pay for expenses, which are recoverable from any other source;
3. for 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;
4. for any accident or breakdown brought about by an avoidable, wilful and deliberate act committed by You;
5. for the cost of repairing Your Car other than outlined in benefit 1- Breakdown Assistance;
6. for the cost of any parts, keys, lubricants, fluids or fuel required to restore Your Car's mobility;
7. for any claim caused by fuels, mineral essences or other flammable materials, explosives or toxins transported in Your Car;
8. Any costs or charges connected with the draining or other removal of fuel, lubricants or other fluids where this is required as a result of the introduction of any inappropriate fuel, lubricants or other fluids to a vehicle;
9. for 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;
10. A claim for the completion of a journey if a claim has already been made for the loss of a key under Section 15 of the policy;
11. for the cost of any specialist equipment required other than standard recovery vehicle.
12. for having Your car stored or guarded in your absence.
13. The recovery of a vehicle immobilised by means of a wheel clamp or similar device.
14. For providing any assistance if, in the opinion of our Service Provider, You are under the influence of alcohol or drugs or are abusive towards any person providing assistance.
15. for recovery of Your vehicle if modifications to or customisation of it prevent it being recovered.

Section 13
No Claim Discount – Step-Back

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 a 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 15 Keycare will not affect Your No Claims Discount

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.
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 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 Complete Year 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 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 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 Complete Year 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

1. (contd)
   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.

Exceptions to Section 15 of the Policy

We do NOT cover

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 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).
e) Keys lost or stolen that do not belong to You unless You are deemed responsible for them.
f) Claims for replacement locks for properties You do not own.
g) Any amount exceeding the Cover limit in aggregate in the same Complete Year of Insurance.
h) 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.
i) 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).
j) Insured keys lost or stolen from someone other than You, or any other person named on the Certificate of Insurance.
k) Any associated costs (other than the cost of replacing the Insured key) where duplicate keys are available. Unless there is a Security Risk.
l) Sums claimed for replacement keys exceeding a maximum of 3 per lock.
m) Any Insured event not reported to Us within 30 days.
n) Wear and tear and/or general maintenance of, locks and keys.
o) Replacement locks or keys of a higher standard or specification than those replaced.
p) 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.
q) 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.
r) 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.
s) Any loss of earnings or profits which You suffer as a result of the loss or theft of an Insured key.

Exceptions to Section 15 of the Policy (cont'd)

We do NOT cover

t) Claims arising from any deliberate or criminal act or omission by You.
u) Loss or theft of an Insured key which occurs outside the Complete Year of Insurance.
v) Claims arising as a result of Your failure to take reasonable steps to safeguard an Insured key
w) Costs relating to a damaged or broken lock or key.
x) Costs relating to the loss of a damaged or broken key.

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

1. 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

1. 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 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.
2. 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.
3. 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 aggregate sum payable in each Complete Year of Insurance not exceeding the Cover limit.
4. 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 TERMS

1. **Your Car not in use**
   If Your Policy cover is Comprehensive or Third Party Fire and Theft and You wish to reduce Your Policy cover to loss by fire and theft only, We will act in accordance with Your instructions provided that:
   - Your Car will not be on a Public Road;
   - You have returned the current Certificate of Motor Insurance and Insurance Disc to Us;
   - You have not sold Your Car;
   - You continue to pay the instalments if applicable;
   - You send the instruction to Us in writing.

To reflect the reduced cover provided, We will refund part of the premium paid when the Policy is reinstated to full cover and as long as Your Car has not been used for at least four continuous weeks.

No refund is due if You were unable to use Your Car as a result of loss or damage You are claiming for or if You have made any other claim during the Complete Year of Insurance.

The part of the premium We will refund is 75% of an amount of the premium You have paid that is proportionate to the time Your Car was not in use. The date the Certificate of Motor Insurance and Insurance Disc was received in Our office will be the date used to calculate the refund.

2. **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 through Our approved repairer or You may hire a replacement car from a recognised self drive hire operator.

The maximum amount which We will pay for any car hire charges will be €200 in respect of any incident giving rise to a claim under this Policy.

No cover is provided by this Section if the only damage to Your Car is windscreen breakage or damage.

The cover under Your Policy does not automatically transfer to the Temporary Replacement Car. Before driving the replacement car please remember to arrange transfer of cover under Your Policy.

GENERAL EXCLUSIONS THAT APPLY TO THE WHOLE POLICY

1. 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 licence to drive such a vehicle. This Exclusion does not apply if the person has held such a licence, and is not 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 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. 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.
3. 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.
4. We will not pay for any loss, destruction, damage or liability directly or indirectly caused by or in consequence of:
   (i) 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.
   (ii) Civil commotion in Northern Ireland.
   (iii) Confiscation or nationalisation or requisition or destruction of property by or on order of any Government or Public or Local Authority.

(iv) 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.

5. We will not pay for any loss, damage, cost or expenses arising, directly or indirectly, out of:
   (i) 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.
   (ii) Loss or damage to any computer or electronically controlled equipment caused by its failing to recognise any date as the true calendar date.

CONDITIONS THAT APPLY TO THE WHOLE POLICY

1. No Claim Discount
   If You have not made a claim or no claim arises under this Policy during a Complete Year of Insurance we will reduce the renewal premium in accordance with Our No Claim Discount scale. If You make a claim under this Policy we will decrease the No Claim Discount to zero or adjust the No Claim Discount in accordance with Section 7 or Section 13 if either is applicable to Your Policy Subject to the provisions of Section 5 Windscreen
   If You insure more than one car You earn a No Claim Discount separately on each car.

2. Accident and Claim Procedure
   You or Your legal personal representatives must inform Us immediately in writing of any accident, injury or damage and send to Us any letter, claim, writ, summons or other information about the accident or claim as soon as you receive same. You or Your legal personal representatives must also inform Us immediately, of any intended civil or criminal proceedings or Coroner's Inquest for which there may be liability under this Policy. You must complete an Accident Report Form and supply any other documents as requested by Us.

3. Conduct of Claims
   You or any person insured by this Policy 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. Anyone making a claim under this Policy must provide any information and assistance we may reasonably require.

4. Other Insurances
   If a claim for loss, damage or liability arises under this Policy and it is covered by any other insurance, we will only pay Our rateable share of the claim.

   We are not required to make any payment under this condition if we would not anyway have been liable:
   (i) under the terms of Section 2; or
   (ii) if cover is provided under another policy.

5. Care of Your Car
   Your Car must be covered by a valid Department of Transport NCT Test Certificate, if You need one by law. You must take all reasonable steps to protect Your Car from loss or damage, and keep it in an efficient and roadworthy condition, including but not limited to, ensuring that it has sufficient lubricant and oil to operate as prescribed by the manufacturer. The vehicle keys should be removed from the ignition and the vehicle kept locked when not being driven.

If we ask, You must allow Us free access to examine Your Car at any reasonable time. Alarms, immobilisers and tracking devices should be turned on when fitted. These devices must always be on and working whenever Your Car is left unattended.

Endorsements setting out other requirements relating to the security and care of Your Car may be noted on Your Schedule.

If You do not take reasonable care of Your Car or if You do not meet any security requirements, this Policy may no longer be valid and we may not pay any claim.

6. Your Duty

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

a) Any information in connection with this insurance supplied by You or on Your behalf shall be the truth and will form the basis of and incorporated in this contract.
b) Observance of the terms of the Policy relating to anything to be done or complied with by You or so far as they can apply by any other Insured Person.

7. Cancellation and Mid Term Alterations

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 (less an amount in respect of fixed expenses, if shown on the Schedule) provided no claims (including windscreen claims) have been made against the Policy in the current Complete Year of Insurance.

You may cancel this Policy by giving Us notice in writing. Provided there has been no claim (including windscreen claims) during the current Complete Year of Insurance and You return the current Certificate of Motor Insurance and Insurance Disc to Us, we will refund part of the premium in accordance with Our short period rates (less an amount in respect of fixed expenses, if shown on the Schedule) for the time the Policy has been in force as follows:

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

Where any change to the cover provided by this Policy, and agreed by Us, results in an additional or return premium of less than €25 inclusive of Government levy, or any cancellation of Your Policy during any Complete Year of Insurance results in a return premium of less than €25 inclusive of Government levy, We will not charge the additional or rebate the return premium to You. Except in respect of Section 6 of this Policy Using Your Car Abroad and We agree to provide cover requested by You, a premium of less than €25 inclusive of levy may be charged.

8. Cooling Off Period
You have the right to withdraw from Your Policy, within 14 days of the inception date of Your Policy or the date You receive Your Policy documents, whichever is later. To withdraw from the Policy within the cooling off period, You must request cancellation in writing quoting the Policy number, and return Your Certificate of Motor Insurance and Insurance Disc to Us if it has been sent to You. Cancellation will take effect from the time we receive the Certificate of Motor Insurance.
Should You exercise Your right to withdraw, it will mean no policy was ever put in place and provided that You did not use the Policy, we will refund You any premium paid in full. If You have used the Policy and should You exercise Your right to withdraw, provided that You have not made a claim, we will only charge You for time on cover.

9. Drink/Drugs Clause
Our liability 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 option delay the payment of any claim until the prosecution has been fully determined.

10. 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.

11. 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.

12. False Information
If You make any claim which is any way false, exaggerated or fraudulent or has any

fraudulent means or devices used by You or anyone acting on Your behalf to obtain any benefits or protection under this Policy, all rights under this Policy will be forfeited. This may include refusal to pay current or future claims, cancellation of the Policy, and we reserve the right to recover from You the cost of claims already paid.

You must immediately tell Us of any change in the risk which materially affects this insurance. A change is material if it would influence either the premium we ask You to pay or would affect Our decision to provide You with the cover we have given You. Such changes include, but are not limited to You;

- changing Your Car by modifying or altering it;
- changing Your Car, by replacing one with another;
- changing Your address and or where You keep Your Car;
- changing the use of Your Car, such as a change to the business use;
- changing the named drivers to be covered by the Policy by either adding or deleting drivers;
- changing the ownership or registered ownership of Your Car;
- or any other driver being convicted of any motoring offences, fraud offences, offences involving violence or the threat of it, offences involving damage to or the theft or larceny of property, or pending prosecutions for any of those offences, including the application of penalty points;
- or any driver covered under this Policy having any accidents whether covered by insurance or not;
- or any driver having or developing any medical or mental condition that would prevent the person suffering the condition from getting a driving licence were it applied for with that condition included in the application.

If You have any doubts as to whether certain facts or information are of relevance, please contact Us on 1890 231123.

13. 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 but You shall repay to Us any such amount which we would not have been liable to pay but for the provisions of such law.

ENDORSEMENTS

These Endorsements only apply if the appropriate number is shown on the Schedule and are subject to the terms, exclusions and conditions of the Policy.

1. Car Sharing
   If You are paid money as part of a car sharing arrangement for social use to carry passengers on a journey in Your Car, we do not consider this as carrying passengers for hire or reward, or as using Your Car for hiring, provided:
   (i) the vehicle is not built or adapted to carry more than 8 passengers (not including the driver);
   (ii) the passengers are not being carried as part of a business of carrying passengers;
   (iii) You do not make a profit from the total money You receive for the journey;
   (iv) agreement is made prior to the journey commencing.

   Note: If You are not sure whether a car sharing arrangement is covered by the terms of this Policy, please contact Us.

4. Limited Mileage
   We have reduced the premium for this Policy as You have declared that Your Car will not cover more mileage during any one Complete Year of Insurance than is shown in the Schedule. If the mileage is more than this total in any one Complete Year of Insurance, we will not pay for any claim under this Policy (except as far as is necessary to meet the requirements of the Road Traffic Acts) unless You tell Us immediately that the mileage has exceeded the agreed total and You pay any extra premium we require.

5. Agreed Value – Section 3 and 4
   Despite anything to the contrary in Clause B of the Clauses Applicable to Sections 3 and 4, we will pay for any claim for loss of or damage to Your Car up to the value agreed between You and Us at the inception of the current Complete Year of Insurance. The maximum we will pay for any lost or damaged Accessory is €400 per incident.

7. Excluding Personal Accident Benefits
   Section 8 of this Policy is deleted.

12. Deletion of Drivers Excess
    Exception 10 to Exceptions to Sections 3 and 4 is deleted.

18. Excluding Fire and Theft
    Section 4 of this Policy is deleted.

19. Excluding Malicious Damage
    We will not pay for loss of or damage to Your Car (and its accessories and spare parts) caused by malicious or wilful acts.

20. Excluding Theft when not Garaged

We will not pay for loss of or damage to Your Car or its contents if this results from theft or attempted theft while it is parked at Your permanent address, unless it is in a locked garage.

23. Windscreen and Window Damage

We agree to increase the limit in Section 5 (a) to the amount shown in the Schedule.

28. Territorial Extension - Insurance Cover in other Countries

Subject to Your giving Us notification we will extend this insurance to cover You in the countries specified in the Schedule under the heading Special Terms/Notes by the relevant Country Code below. Cover will only apply during the Period of Validity as indicated.

COUNTRY CODES

01 EU Member States and Switzerland, Norway and Slovak Republic.
02 Iceland **07** Romania **10** Iraq **13** Turkey **04** Bulgaria **08** Israel **11** Morocco
14 Croatia **06** Poland **12** Tunisia **16** Albania

33. Alarm

We have reduced the premium for this Policy following Your declaration that Your Car is fitted with an alarm system that provides audible/visible warning. We will only be liable under this Policy for theft or attempted theft of Your Car, its Accessories or its contents, if the alarm is activated whilst Your Car is left unattended.

38. Radio, Audio, Audio Visual and Telephone Equipment

We agree to increase the limit in Section B (ii) Clauses Applicable to Section 3 and 4 (Limits of Payment) to the amount shown in the Schedule.

44. Immobiliser System

We will not pay for loss of or damage to Your Car if it is stolen, unless an immobiliser approved by Us, is fitted and activated. Following a claim the full set of keys or activating accessories must be surrendered to Us. If any key has been lost or destroyed there will be no cover unless we have already received notification in writing of such loss.

45. No Liability until Immobiliser Fitted

We will not pay for loss of or damage to Your Car if it is stolen, unless an immobiliser approved by Us, is fitted and activated. We will cover You against loss of or damage to Your Car caused by theft once we have received proof that such an immobiliser has been fitted.

60. Third Party Fire and Theft Restriction for Drivers under age 25

We will not pay for loss of or damage to Your Car under Section 3 if it is being driven by or is in the charge of anyone under 25 years of age.

62. Third Party Fire and Theft Restriction for Specified Drivers

We will not pay for loss of or damage to Your Car under Section 3 if it is being driven by or is in the charge of any person specifically named in this Endorsement.

63. Third Party Fire and Theft Restriction for Provisional Licence Holders

We will not pay for loss of or damage to Your Car under Section 3 if it is being driven by or is in the charge of any person who holds a Provisional Driving Licence.

64. Inclusion of Loss or Damage Cover for Trailers

We will pay for loss or damage to any trailer whose details have been given to and agreed by Us or under the Sections stated in the Schedule.

100. Vehicle Tracking Device Fitted

Section 4 of this Policy will operate only in respect of loss of or damage to Your Car and its Accessories and spare parts while they are in or on Your Car, if caused by fire, unless the Tracking Device which has been declared as fitted to Your Car, or any subsequent Tracking Device fitted to Your Car and approved by Us, is activated and fully operational within the Territorial limits specified in the introduction to this Policy.

Following a claim the full set of keys (where relevant) or activating Accessories must be surrendered to Us. If any key or activating Accessory has been lost or destroyed there will be no cover unless we have already received notification in writing of such loss.

101. Vehicle Tracking Device Requirement for Theft Cover to operate

Section 4 of this Policy will not operate in respect of loss or damage to Your Car and its Accessories and spare parts unless, within 30 days of cover having been confirmed by Us, Your Car has been fitted with a tracking device and the tracking device is activated and fully operational.

Where such tracking device has not been fitted within this 30 day period no cover will be provided under Section 4 unless, at the time of the incident giving rise to a claim, Your Car and its Accessories or spare parts are in Your locked private garage.

Following a claim the full set of keys (where relevant) or activating accessories must be surrendered to Us. If any key or activating Accessory has been lost or destroyed there will be no cover unless we have already received notification in writing of such loss.

104. Exclusion of new Vehicle Replacement Option

Part C of Clauses Applicable to Section 3 and 4 is deleted.

105. Road Traffic Act Cover

Sub-section 1 (a) of Section 1- Legal Liability to Others, is deleted and replaced with the following:

1. Cover for You
   a) We will cover You against legal liability for damages and claimant's costs and expenses for:
      - Death of or bodily injury to any person
      - Damage to property to the monetary limit specified in the current Irish Road Traffic Act in the event of any accident caused by through or in connection with;

   (i) Your Car;
   (ii) a trailer or disabled mechanically propelled vehicle which is attached to or under tow (as permitted by law) by Your Car;
   (iii) any detached single-axle trailer not exceeding one half tonne unladen weight but excluding caravans, mobile homes, trailer tents, boat trailers and any trailer which incorporates machinery or other equipment.

106. Medical Condition Declaration

It is noted that a medical condition has been declared to Us but that the driver concerned has received medical certification that they are medically fit to drive and have notified the Licensing Authorities of the medical condition. Where the Licensing Authority has requested that Your Car be modified, we note these modifications have been carried out in line with the manufacturers specification.

107. Vehicle Modifications

It is noted that modifications to Your Car have been declared to Us and that these modifications have been carried out in line with the manufacturer's specification and that Your Car is in a roadworthy condition.

IMPORTANT

What To Do When An Incident 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 Garda** station immediately (where damage to property only is involved the Garda will not usually attend the accident scene)
- 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 **witness**.
- Notify Us immediately at **1890 200 123**

*Breakdown Assist

In the Republic of Ireland	01 241 8572
In Northern Ireland	00 353 1 241 8572

Other Useful Numbers

Claims Assist Team

In the Republic of Ireland:	1890 200 123
Outside the Republic of Ireland:	00353 1 2901999

For Windscreen claims:*
1890 200 123 (choose option 1, option 1)

* subject to appropriate cover.

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123.ie Motor Insurance is arranged by 123 Money Limited.
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 is a registered business name of RSA Insurance Ireland Designated Activity Company (DAC). RSA Insurance Ireland DAC trading as RSA is regulated by the Central Bank of Ireland and registered in Ireland under number 148094 with registered office at RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16. The underwriter is RSA Insurance Ireland DAC which is a member of the RSA Group.

RS/MOT2019 (12/19)