

Arranged By

BundleBee

Private Motor

Policy Booklet

Underwritten by



Version 2026 03

www.bundlebee.ie

Assist Insurances Limited trading as Bundlebee, Assist Insurances is regulated by the Central Bank of Ireland.
Registered Company Address Unit 11 Westpoint Business Park, Whitemill Industrial Estate, Whitemill Road, Wexford Y35 F8CY.
Registered Company Number 488028.

THIS INSURANCE POLICY IS UNDERWRITTEN BY:



Arch Insurance (EU) Dac
Block 3,
The Oval,
160 Shelbourne Road,
Ballsbridge,
Dublin 4

Arch Insurance (EU) Dac is regulated by the Central Bank of Ireland.

MAWDY

MAWDY, MAPFRE ASISTENCIA Compania Internacional de Seguros Y
Reaseguros, S.A. trading as MAWDY
Ireland Assist House,
22 – 26 Prospect Hill,
Galway,
Ireland.

MAWDY, MAPFRE ASISTENCIA Compania Internacional De Seguros Y Reaseguros, S.A.,
trading as MAWDY is authorised by Direccion General de Seguros y Fondos de Pensiones
del Ministerio de Economia y Hacienda in Spain and is regulated by the Central Bank of
Ireland for conduct of business rules. Company Registration Number 903874.



ARAG Legal Protection Limited
1 Hatch Street Upper, Dublin 2, D02 PY28.

ARAG Legal Protection Limited is registered in the Republic of Ireland (CRO number 639625). Registered Address: 1 Hatch Street Upper, Dublin 2, D02 PY28. ARAG Legal Protection Limited is regulated by the Central Bank of Ireland (C191422).

ARAG Legal Protection Limited is a coverholder of the insurer, ARAG Allgemeine Versicherungs Aktiengesellschaft, ARAG Platz 1, D-40472 Dusseldorf, Germany, which is authorised and regulated by the Federal Financial Supervisory Authority, BaFin (firm reference number VU5455), the regulatory authority in Germany. The insurer operates in Ireland through its Irish Branch, (CRO number 909141) which is regulated by the Central Bank of Ireland (C194774) for Conduct of Business Rules.

THIS INSURANCE POLICY IS ARRANGED AND ADMINISTERED BY

BundleBee

Assist Insurances Limited trading as BundleBee, Assist Insurances
Unit 11 Westpoint Business Park,
Whitemill Industrial Estate,
Wexford,
Co Wexford.
Y35 F8CY

Assist Insurances Limited trading as BundleBee, Assist Insurances is regulated by the Central Bank of Ireland.

The Underwriters of each Section of this Policy are:

Section(s)	Underwriter	Address	Authorisation
Section 1-4 Sections 7-13	Arch Insurance (EU) Dac	Block 3, The Oval, 160 Shelbourne Road, Ballsbridge, Dublin 4.	Arch Insurance (EU) Dac is regulated by the Central Bank of Ireland.
Section 5: Breakdown Assistance Section 14: Keycare	MAPFRE ASISTENCIA Compania Internacional de Seguros Y Reaseguros, S.A., trading as MAWDY	Ireland Assist House, 22 -26 Prospect Hill, Galway, Ireland.	MAWDY. MAPFRE ASISTENCIA Compania Internacional De Seguros Y Reaseguros, S.A., trading as MAWDY is authorised by Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda in Spain and is regulated by the Central Bank of Ireland for conduct of business rules. Company Registration Number 903874.
Section 6: Motor Legal Protection	ARAG Allgemeine Versicherungs Aktiengesellschaft	1 Hatch Street Upper, Dublin 2, D02 PY28.	ARAG Legal Protection Limited is registered in Republic of Ireland (CRO number 639625). Registered Address: 1 Hatch Street Upper, Dublin 2, D02 PY28. ARAG Legal Protection Limited is regulated by the Central Bank of Ireland (C191422). ARAG Legal Protection Limited is a coverholder of the insurer, ARAG Allgemeine Versicherungs Aktiengesellschaft, ARAG Platz 1, D-40472 Dusseldorf, Germany, which is authorised and regulated by the Federal Financial Supervisory Authority, BaFin (firm reference number VU5455), the regulatory authority in Germany. The insurer operates in Ireland through its Irish Branch, (CRO number 909141) which is regulated by the Central Bank of Ireland (C194774) for Conduct of Business Rules.

Please note that a different Underwriter may be liable for cover depending on the nature of the accident giving rise to Your claim. Your Policy and any claims under Sections 1 to 4 and sections 7 to 13 will be administered entirely by Assist Insurances Limited trading as Bundlebee, Assist Insurances. Any claims made under these sections will be handled via Matrix Claims Services Limited on behalf of the Insurer. Any claims for Section 5: Breakdown Assistance, Section 6: Motor Legal Protection or Section 14: Keycare will be administered by the relevant Underwriter or their representatives.

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Welcome to BundleBee

Thank You for choosing **BundleBee** to arrange Your Motor Insurance on behalf of the Underwriters. This Policy, together with the Schedule, Certificate of Insurance and any Endorsements, is a legally binding contract between the Underwriters and You.

You must be sure that the information You have given to Us in the Proposal Form and/or Statement of Fact is true and complete as We have relied on this information when deciding whether to insure You and when setting the terms and premium. The specific questions We have asked are material to the risk We are undertaking or the calculation of the premium, or both.

You have a duty to answer all questions honestly and with reasonable care. Where this has not happened, We may be entitled to use one of the remedies available to Us under the Consumer Insurance Contracts Act 2019 including to cancel the policy, reject a claim or limit the amount we pay You in the event of a claim.

Your Schedule will show what parts of this policy document apply to You. Please read Your Car Policy Document, Proposal Form and/or Statement of Fact, Schedule, Certificate of Insurance and any Endorsements carefully to ensure Your cover meets Your requirements and the details are correct. Please inform Us immediately if there are any errors, or if You are not happy with the Policy.

Following payment of Your premium, We agree to provide You with insurance for Your Private Car in accordance with the cover detailed in Your Schedule, subject to any terms, conditions, exclusions or Endorsements, for the specified period of time.

Any telephone calls made in connection with this Policy may be monitored or recorded for training and quality control purposes.

How to Contact Us

Accident Assistance

Republic of Ireland Phone:	(0)1 568 5048
Outside Republic of Ireland Phone:	+353 (0)1 568 5048
New Claims Email:	newclaims@bundlebee.ie
Existing Claims Email:	claims@bundlebee.ie

Windscreen Assistance

Online Booking: **Autoglass Booking System**
bookings.autoglass.ie/select-glass

Website: **www.autoglass.ie**

Republic of Ireland Phone: **(0)1 460 6916**

Outside Republic of Ireland Phone: **+353 (0)1 460 6916**

Breakdown Assistance

Republic of Ireland Phone: **(0)91 429 101**

Northern Ireland Phone: **+353 (0)91 429 101**

Keycare Assistance

Republic of Ireland Phone: **(0)1 506 0365**

Northern Ireland Phone: **+353 (0)1 506 0365**



Important Information

1. The Policy Booklet

This booklet tells You about Your Insured Vehicle insurance.

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.

Please keep these documents in a safe place.

Always read Your Policy booklet, Proposal Form and/or Statement of Fact, the Schedule and any Endorsements together as one document for full terms and conditions. You should pay particular attention to the General Exclusions, the General Conditions and any Endorsements which apply. If the documents do not meet Your requirements in any way or You have any queries, please contact Your Broker if You have engaged with us via an Insurance Broker.

We may update this Policy booklet from time to time, to make various enhancements and to meet different laws and regulations.

The latest version of the Policy booklet that we give to You, will be the version that applies to Your insurance contract. If we make changes to this Policy booklet that affect You when You renew Your insurance contract, we will provide You with the updated version alongside Your renewal documents.

2. The Contract

In consideration of the premium having been paid (or agreed to be paid) by You the Insured, we will provide insurance in accordance with the policy cover indicated in the Schedule. This cover will apply in respect of Events occurring in the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands during the Period of Insurance specified in the Schedule, or any subsequent period for which the Insurer may accept payment for renewal of this policy.

The cover provided is subject to the terms, exclusions and conditions outlined within the Schedule, Policy booklet and relevant Endorsements.

Disclosure of Information

The information provided by You or on Your behalf in Your completed Statement of Fact and/or Proposal Form and declaration should be true, accurate and complete. Your answers to Our questions are contained in a Statement of Fact that will be issued to You at the start of this policy, when We are offering to renew the Policy, or when You notify us of any changes to your information. You are under a duty to answer all questions honestly and with reasonable care. You should ensure that all the recorded answers are accurate, truthful and complete.

Your right to a Cooling-Off Period

You may cancel this Policy within Fourteen (14) working days of the start date or renewal date, without penalty and without giving a reason, by returning the Certificate(s) of Motor Insurance and the insurance disc(s) to Us. We will refund Your premium, less a proportionate amount for the days that You were insured by Us. Please refer to General Condition 3 for further information.

Contract Law

This Policy will be interpreted in accordance with and governed by the law of the Republic of Ireland. Save as provided for in General Condition 2 (Arbitration), the parties will submit to the exclusive jurisdiction of the courts of the Republic of Ireland, unless we make a written agreement saying otherwise before we issue this Policy to You.

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

Insurance Act 1936

All monies which become or may become due and payable by the Insurer under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

Stamp Duties Consolidation Act 1999

The appropriate Stamp Duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

3. Following an Accident

The information below is intended to help You in the Event of an accident.

To ensure that You receive the best possible service, always let us know **within 24 hours or as soon as possible**, about any Event which could lead to a claim and before making any repairs. If a delay in notifying an Event prejudices Our ability to investigate a claim or increases the cost of the claim, We may refuse to pay for any loss or damage. Sometimes, We will need further details in writing, such as the completion of an Accident Report Form. We may refuse to provide cover to You where You have failed to comply with the timeline above and where such failure to comply has subjected Us to undue prejudice.

Even if You don't intend to make a claim under Your Policy, it's important to let us know about the accident as soon as possible.

By law, You must stop after an accident if there is damage to any vehicle or property, or injury to any person or certain animals including dogs and horses. Also by law, You must give Your name, address and insurance details (Our Company Name and contact number, and Your Policy number) to anyone with good reason to ask for them. Also, all other drivers must give their details to You. You should make sure You get the names, addresses and phone numbers of all drivers, Passengers or pedestrians involved, and of any witnesses to the incident.

Never accept the blame, or admit responsibility for an accident, or offer to pay for any damage. Please tell Us if any person says they are to blame.

If there is an accident, You must immediately do whatever You can to protect Your Insured Vehicle and it's accessories. You (or Your legal representative) must give Us full details by phoning the claims helpline within 24 hours or as soon as possible after any Event that could lead to a claim under this Policy. Sometimes, We will need further details in writing.

You must send Us every letter, claim, or notification of legal proceedings (such as a writ, civil bill or civil summons), any correspondence, communication or other notice from the Injuriesboard, ie, and every other correspondence, communication or notice that concerns the accident, as soon as You receive them. You should not answer them Yourself

Accident Contact Numbers

Accident Assistance (available 24-7)

Republic of Ireland Phone: (0)1 568 5048
Outside Republic of Ireland Phone: +353 (0)1 568 5048
New Claims Email: newclaims@bundlebee.ie
Existing Claims Email: claims@bundlebee.ie

Windscreen Assistance

Online Booking: [Autoglass Booking System
bookings.autoglass.ie/select-glass](https://bookings.autoglass.ie/select-glass)
Website: www.autoglass.ie
Republic of Ireland Phone: (0)1 460 6916
Outside Republic of Ireland Phone: +353 (0)1 460 6916

Breakdown Assistance (available 24-7)

Republic of Ireland Phone: (0)91 429 101
Outside Republic of Ireland Phone: +353 (0)91 429 101

Keycare Assistance (available 24-7)

Republic of Ireland Phone: (0)1 506 0365
Outside Republic of Ireland Phone: +353 (0)1 506 0365
Email: Claims@keycare.co.uk

What to do if You have an Accident

Do Not admit responsibility for the accident.

Do report the accident to the Gardaí or local police (if abroad) at the time. If the accident involves injury to persons or certain animals, You are required by law to report the incident to the Gardaí or local police (if abroad) within 24 hours or as soon as possible.

Do take note of the registration numbers of all vehicles involved and the insurer's name and Policy number. This should be on the insurance disc on the vehicle's windscreen.

Do take the names, phone numbers and addresses of the other people involved and give them Your details.

Do take photographs of all vehicle damage and positions, if possible.

Do take details of all injuries and damage sustained. Draw a basic diagram of the accident location to include approximate road measurements, road signs, markings, traffic signals and the vehicles involved. Take photos if possible.

Do take the name, address and contact numbers for any witness to the accident.

Do let us know immediately if You receive notice of any prosecution or if other parties are to be prosecuted as a result of the accident.

Do forward all correspondence from third parties, their insurers or representatives to us unanswered as soon as possible after receipt.

Where a member of An Garda Síochána or the local police (if abroad) attends at the scene of the accident, please ensure to obtain his/her name, identification number and contact details.

Theft and/or Malicious Damage

You must let An Garda Síochána or local police (if abroad) know immediately or at the latest within 24 hours if Your Insured Vehicle is stolen or if it is damaged maliciously or as a result of an attempted theft.

Claims Notification Period

All Claims must be notified to us within 24 hours or as soon as possible after their occurrence. Please refer to the General Conditions and Exceptions sections of this document and familiarise Yourself with Your obligations as failure to comply with the Policy conditions could result in Your claim being refused, if we are prejudiced by Your delay in notifying us.

B Definitions

Definitions refer to certain words that will appear throughout Your Policy documentation that have specific meanings wherever they appear. Please note some sections may include specific definitions applying to the relevant section only. Those words are listed and defined below:

Accessories

Any type of vehicle audio, two-way radio, telephone systems, tracking device and satellite navigational equipment which is permanently fitted to the Insured Vehicle and installed by the manufacturer or authorised dealer as original equipment for the Insured Vehicle. Mobile phones and satellite navigation equipment which can be detached and operated outside the Insured Vehicle are excluded.

Accident

A sudden, unexpected, unusual, specific Event which occurs at an identifiable time and place during the Period of Insurance.

Approved Repairer

A Tradesperson or Company that We have approved and authorised to repair Your Insured Vehicle, after a claim.

Approved Windscreen Supplier

A Tradesperson or Company that We have approved and authorised to repair or replace the windscreen or other glass in Your Insured Vehicle, after a valid claim has been made.

Bodily Injury

Any damage to a person's physical condition resulting directly from a motor accident or incident

Certificate of Insurance

The document we issue to You that proves You have the motor insurance You need by law. The Certificate of Insurance shows who can drive Your car, what You can use it for and what cars You are allowed to drive. It is proof that You can use Your car on a road or in any other public place, as required by the Road Traffic Acts. The Certificate of Insurance does not show the cover You have.

Continuing Restrictive Condition

Any condition in this Policy, however expressed, that purports to require the insured to do, or not to do, a particular act or acts, or requires the Insured to act, or not to act, in a particular manner (and any condition the effect of which is that a given set of circumstances is required to exist or to be maintained or not to exist shall be taken as falling within this definition).

EEA, Europe, European

Member states of the European Union (EU), European Economic Area (EEA) (Iceland, Liechtenstein and Norway) and Switzerland.

Endorsement

A change or addition to the terms of Your Policy. Endorsements may be included in this document or on Your Schedule or may be issued separately.

Event

A thing that happens or takes place.

Excess

The amount You must pay towards the cost of any claim.

Fire Brigade Charges

Money You will have to pay a fire authority, after a claim, to:

- control or put out a fire in or on Your Insured Vehicle; **and/or**
- remove the driver or passengers from Your Insured Vehicle using cutting equipment

Family

If You are an individual, any of:

- Your spouse,
- A person with whom You are cohabiting meeting the definition of a cohabitant in the Civil Partnership and Certain Right and Obligations of Cohabitants Act 2010,
- Your or Your spouse's brother, sister, aunt, nieces or nephews,
- Your or Your spouse's lineal ancestors (for example parents or grandparents), or lineal descendants (for example Your children or grandchildren).

Hazardous Goods

The term Hazardous Goods means those goods covered by the following regulations:

- The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009
- The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations (Northern Ireland) 2010
- The 'Approved List of Dangerous Substances' as published by the Health and Safety Executive or any reenactment or replacement of such regulations and any other legislation of similar intent (including subsequent legislation) if applicable.

Insured Driver

Any person noted in the Schedule, Endorsements and Certificate of Insurance as being insured and entitled to drive under the Policy.

Insured Person

1. You and anyone else You have given Us information about and that We have agreed to cover;
-

2. any person entitled to drive under the terms of section 6 of the Certificate of Insurance other than a person in the motor trade driving the car for purposes of overhaul, upkeep, or repair;
3. any person, with Your permission, using but not driving the Insured Vehicle for social, domestic and pleasure purposes;
4. any person, with Your permission, who is in, getting into or getting out of the Insured Vehicle;
5. the owner of the Insured Vehicle (if You ask us); **and**
6. the employer or business partner of any person whose business use is covered by the terms of the Certificate of Insurance.
7. any other individual that We have agreed to cover.

Ireland

The Republic of Ireland.

Insured Vehicle

Any vehicle You have given us details of and which we describe under the heading of “Vehicles or classes of vehicles, the use of which is covered” in the Certificate of Insurance we have given You and which is still in force. This definition applies to all references to the Insured Vehicle, Vehicle or Private Motor Vehicle within this booklet, the Schedule, Endorsements or the Certificate of Insurance. The vehicle that is permanently insured under Your Policy must be owned by You or Your spouse/Partner.

Loss of a Limb

Having a limb cut off or permanent loss of use of the limb at or above the wrist or ankle.

Market Value

The cost of replacing Your insured Vehicle (at the time the loss occurred) with another of the same make, model, mileage, age, specification and condition as determined by a motor assessor appointed by Us. Modifications are excluded from the calculation unless we had been made aware of them when agreeing cover.

No Claim Discount

A No Claims Discount is a premium discount granted because You have had consecutive years of incident-free motor insurance in Your own name on this Private Car Policy or another policy that this one replaces. Provided there are no claims that could affect it, Your No Claims Discount will increase each year, up to the Maximum discount We allow.

Any payment We make for fire, theft or attempted theft, Section 4: Windscreen and Glass Breakage, Section 5: Breakdown Assistance, Section 6: Motor Legal Protection, Section 13: Personal Accident or Section 14: Keycare will not affect Your No Claims Discount.

Partner

Your Partner or husband or wife, living at the same address, as You and sharing financial responsibilities with You. This does not include any business partner or associate.

Passenger

Any person (other than the driver) who is in the Insured Vehicle or it's attached trailer or attached disabled mechanically propelled vehicle or who is getting into or out of such vehicle or trailer.

Period of Insurance

The period of time covered by this Policy, from the start date to the end date as shown in the Schedule and Certificate of Insurance, and any further period that we agree to insure You for.

Personal Belongings

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

Policy

The contract of insurance between You and the Underwriters and consisting of the Policy Schedule, this Booklet, the Certificate of Insurance and any Endorsements that may have been issued.

Private Car

Any vehicle with up to 7 seats built mainly for carrying Passengers and taxed for private use only. Excluding motorcycles, commercial vehicles, camper vehicles, car-vans, vans and vans adapted to carry passengers.

Proposal Form/Statement of Fact

A written record of the information provided by You or someone acting on Your behalf in Your application for this Policy. It includes all the information You have given Us and confirms declarations You made at the time the insurance was arranged in writing (including online) or spoken by Your or by the person acting on Your behalf. We have relied on the truth of this information when agreeing to offer You this contract of motor insurance.

Road Traffic Act

The Road Traffic Acts 1961 to 2024 and includes any subordinate legislation made under the Road Traffic Act and any consolidation, modification, amendment, re-enactment or replacement of such legislation for the time being in force.

Schedule

The document which sets out Your details, the dates of cover, the sections of the Policy that apply, the Excess and any Endorsements that have been applied.

Territorial Limits

Please refer to Section 4: Windscreen and Glass Breakage, Section 5: Breakdown Assistance, Section 6: Motor Legal Protection and Section 14: Keycare for the Territorial Limits that apply to those Sections.

This Private Car Policy provides the motor insurance cover described in Your Schedule in the Republic of Ireland, England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Terrorism

An act contrary to the Criminal Justice (Terrorist Offences) Act 2005 or any similar legislation in any other country that this Policy covers.

Third Party

Any person who makes a claim against anyone insured under this Policy.

Tracking Device

A piece of equipment used for remotely establishing the location of Your Insured Vehicle that is:

- operational at the time of the loss or damage;
- connected to a 24-hour monitoring service provider (whose charges are paid up to date at the time of the loss or damage);
- capable of being globally tracked to at least street level; **and**
- capable of automatically reporting vehicle movement to the monitoring service provider while the ignition is off.

Trailer

Any trailer or caravan (other than a disabled mechanically propelled vehicle) that is attached to the Insured Vehicle.

Vehicle Sharing

When Your Insured Vehicle is being used for social or similar purposes to carry Passengers and You receive contributions for this, we will not consider it to be using Your Insured Vehicle for hire or reward as long as:

- a. Your Insured Vehicle is not built or adapted for more than six Passengers;
- b. You are not carrying Passengers as a business; **and**
- c. the total contributions You receive do not mean You make a profit. If You are not sure about Your cover, please contact us.

We, Us, Our, the Company, the Insurer, Underwriter

The Underwriter for each Section in this Private Car Policy, as shown in Your Schedule

You, Your, the Insured

The Policyholder named in the Certificate of Insurance as the person to whom the Policy of insurance has been issued and as named in the Schedule including their legal personal representatives (for example a person who administers the estate of a deceased person).



General Conditions

For the purposes of these conditions, the expression 'Insured Person' shall mean the Insured (as stated on the Schedule) and any other person entitled to be indemnified under this Policy.

You or any other person claiming under this Policy must comply with the following general Policy conditions to avail of the full protection provided by the Policy. If You or any other person claiming under this Policy does not comply with them, we may cancel the Policy or refuse to deal with Your claim or reduce the amount of any claim payment.

No condition or Endorsement of this Policy shall affect the right of any person to recover an amount under or by virtue of the Road Traffic Act.

As set out in General Condition 8 our liability may be suspended if You are in breach of any of the General Conditions and we may not be obliged to pay a Claim while our liability is suspended.

You must inform Us, when questioned, of any relevant information or material facts that have changed since inception or renewal of Your Policy, that could affect either the premium (the cost of insurance) or Our decision to provide insurance. Relevant information or material facts that we should be made aware of include any changes to the information recorded on Your Statement of Fact.

Anyone who is covered to drive by the terms of the Certificate of Insurance must hold or have held a licence to drive that vehicle. They must meet the conditions and any limits of that licence, and must not have been disqualified from holding it.

1. Alcohol/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.

2. Arbitration

Any dispute between You and us (about our liability over a claim or the amount to be paid, where the amount of the claim is €5,000 or more) must be referred to an arbitrator appointed jointly by You and us in accordance with the Arbitration Act 2010 for final determination. If You and we cannot agree on an arbitrator, the President of the Law Society of Ireland will decide on the arbitrator and the decision of that arbitrator will be final. We can not refer the dispute to arbitration for final determination without Your agreement where the amount of the claim is less than €5,000.

As a consumer You are entitled to refer a complaint to the Financial Services and Pensions Ombudsman should You choose to do so.

3. Cancellation

This Policy may be cancelled:

- 1) by the Insured, but such instruction will only be effective from the date of receipt by the Insurer of the Certificate of Motor Insurance and Insurance Disc within fourteen (14) working days. Please send these to Your Broker if You have engaged with us via an Insurance Broker.
- 2) by the Insurer sending to the Insured ten (10) days' notice of cancellation in writing to the Insured by ordinary pre-paid post to the Insured's last known address.

A. Cancellation by You

(i) Within the Cooling-Off Period

You may cancel this Policy within fourteen (14) working days of the start date or renewal date, without penalty and without giving a reason, by returning Your Certificate of Insurance and the insurance disc to Us. We will refund the premium less a proportionate amount for the days You were insured by Us.

(ii) Outside the Cooling-Off Period

If You cancel this Policy outside the cooling-off period and You have not made or incurred any claims during the current Period of Insurance, We will:

- keep any premium You paid in respect of Sections: - Section 4: Windscreen and Glass Breakage, Section 5: Breakdown Assistance, Section 6: Motor Legal Protection, Section 13: Personal Accident Benefits and Section 14: Keycare;
- calculate the proportionate part of the premium paid in respect of the unexpired term of the Policy, for the remaining Sections;
- an administration charge of up to €50 may be deducted from any refund allowed;
- refund You the proportionate balance of the premium You have paid, less any administration charge, provided the balance is €10 or more after We charge an administration fee.

B. Cancellation by Us

We will:

- a. work out a proportionate part of the premium in respect of the unexpired term of the policy.
- b. refund the balance of the premium You have paid.
- c. Where the amount of any refund due to You is less than €10, You will have the choice of:
 - a) receiving the premium rebate; **or**
 - b) receiving a reduction from a renewal premium or other premium currently due under the Policy; **or**
 - c) us making a donation of the rebate amount to a registered charity on Your behalf.

Any cancellation by either the Insurer or the Insured shall be without prejudice to any rights or claims of the Insurer or the Insured arising prior to the expiration of such notice of cancellation.

The Insurer will in either event return to the Insured a proportionate part of the premium paid in respect of the unexpired term of the Policy subject to the following:

- i. No refund will be allowed if an incident giving rise to a claim occurred during the Period of Insurance.
- ii. No refund will be allowed if the premium for the Period of Insurance has not been paid to the Insurer.

4. Care of the Insured Vehicle

You must take all reasonable steps to prevent accident, injury, loss or damage. While unattended, the Insured Vehicle must not be left unlocked, or the keys to the ignition left with or in the Insured Vehicle or windows or sunroof left open. You must ensure the Insured Vehicle is kept in a roadworthy condition, which includes ensuring that the tread depth on Your Insured Vehicle tyres are within the legal limits and if required that the Insured Vehicle has a current and valid National Car Test (NCT) certificate. You must ensure the Insured Vehicle is properly compliant with the Road Traffic Act at all times.

The Insured shall also allow the Insurer's authorised representative to inspect the Insured Vehicle at any time.

5. Changes to the Law

Any references to the Road Traffic Act or other Acts of the Oireachtas in the 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.

6. Changes You Need to Tell Us About

The Insured must immediately inform the Insurer about any of the following changes which occur during the Policy period and which we consider to be a material change:

- change of vehicle or any other vehicle You buy or take ownership of;
- convictions, prosecutions or any penalty points which apply to the Insured or any other Insured Driver of Your Insured Vehicle;
- change in a driver's health, address or occupation;
- modifications or alterations to the Insured Vehicle including, but not limited to, air induction kits and filters, lower suspension, change to the exhaust, engine maintenance computers or adding of body parts;

- change in use or in the main user of the Insured Vehicle; **or**
- any changes to:
 - the information provided in any Proposal Form and/or Statement of Fact or otherwise in response to specific questions asked by the Insurer; **and/or**
 - the information provided and recorded in any Proposal Form and/or Statement of Fact issued to the Insured; **and/or**
 - the declarations made by or on behalf of the Insured; **and/or**
 - any additional information voluntarily provided.

When You notify the Insurer about a material change, or if the Insurer otherwise becomes aware of any such change, as referenced above, the Insurer may reassess the premium chargeable and Policy cover more generally.

The Insurer may refuse a claim made by the Insured and/or an Insured Person (as the case may be) where there has been a change in the subject matter of the Policy which results in a new risk which the insurer did not agree to cover and which was beyond the reasonable contemplation of the Insurer and the Insured when the Policy was entered into.

Failure to disclose any such change may result in difficulty obtaining insurance in the future.

7. Claims

- A. In the event of any accident, injury, loss or damage likely to give rise to a claim under this Policy the Insured must:
 - a. Tell Us within 24 hours or as soon as possible about any Event that could lead to a claim;
 - b. immediately send Us unanswered any letter, claim, civil bill, writ, summons, and any correspondence from Injuriesboard.ie that You may receive, and a completed accident report form if We ask for one;
 - c. tell Us within 24 hours or as soon as possible if any impending prosecution or inquest is to be held in connection with the incident;
 - d. give Us all the information and help We may need in order to deal with a claim including any information that You have that may change, one way or the other, the validity of any claim made;
 - e. NOT make any admission of liability, or agree or promise to pay any claim, without Our clear permission;
 - f. cooperate with anyone who acts on Our behalf; **and**
 - g. do whatever You (or any other Insured Person insured under this Policy) can to protect, or take precautions to minimise damage to, Your Insured Vehicle and its' parts or accessories.

B. We may take any of the following actions:

- a. take-over, defend, or settle any claims in Your name or that of any other Insured Person covered by this Policy;
- b. We may take legal action in Your name or the name of any other Insured Person covered by this Policy to recover any payments We make but We will only take this action against a member of Your Family if it is lawful for Us to do so;
- c. recover all of the cost of a claim from You or the person responsible for it, if We have to pay a claim by law (including Our obligations under the Motor Insurers' Bureau of Ireland agreement) that We would otherwise not have to pay under this Policy;
- d. if any claims or other monies are paid to You by mistake for any reason You must repay the amount paid to Us;
- e. if We have agreed to refund any premium following cancellation, We can take any money You owe from any payment We make.

C. If at the time of a claim:

- a. You have another insurance Policy covering the same loss, damage or liability, We will only pay Our share of the claim.
- b. any other Insured Person also has another Policy covering the same loss, damage or liability, We will NOT pay any part of the claim

8. Continuing Restrictive Conditions

In this Policy, any term that imposes a Continuing Restrictive Condition, including one that is intended to reduce the risk of a particular type of loss, or reduce the risk of loss occurring at a particular time or in a particular location, shall be treated as a suspensive condition. This means that if:

- a) the Insured breaches any such term; and
- b) during the period of breach, the Insured suffers a relevant loss; **and**
- c) such breach increased, in the circumstances concerned, the risk of the loss suffered by the Insured,

the Insurer will have no liability for the loss.

Breach of this condition will only suspend the Insurer's liability for claims for the period of the breach. If the breach is remedied by the time the loss occurred then the Insurers will be obliged to cover the claim, where otherwise valid under the Policy.

9. Dashcam

Where You have told Us that You have a dashcam, the dashcam must

- a) be installed in the Insured Vehicle for everyday use while driving.

- b) be purpose built - we do not accept mobile phones or sports action cameras used as dashcams.
- c) be positioned safely to avoid airbags and any interference with vehicles controls. Dashcams must not obstruct the driver's view and should never be programmed, adjusted or otherwise engaged with while driving.

You

- a) must be willing to make video evidence available to us on request if the Insured Vehicle is involved in an accident or loss.
- b) are responsible for ensuring Your dashcam is properly installed, used and maintained in line with legal requirements and manufacturer guidelines and that it is working correctly over the course of Your insurance policy.

10. Driving Licence Conditions

Any person whose driving is covered by the terms of the Certificate of Insurance must hold a licence to drive that vehicle and must meet the conditions and any limits of the driving licence held, or, if they have held a licence to drive that vehicle, must not have been disqualified from holding that licence. No cover will apply under this Policy for any driver who is not meeting the conditions of his/her driving licence/learner permit. This includes conditions in relation to the class of vehicle being driven or any other restriction or condition that may apply. Any learner permit holder whose driving is covered by the terms of the Certificate of Insurance must specifically comply with the requirement to be accompanied at all times by a full driving licence holder while the learner permit holder is driving. The learner permit holder must comply with all restrictions, conditions and limits of their learner permit as prescribed by the Road Traffic Act and any other regulations which apply to such learner permit holders while driving.

From 1 April 2025, under the Road Traffic and Roads Act 2023, You must provide Us with Your driver number and the driver number of all drivers named on Your policy. Your driver number can be found in Section 4d on Your Irish driving licence or learner permit. It is a condition of this insurance policy that the driver number is provided to Us immediately when the policy is accepted or when a driver is added as per the Road Traffic Acts. A copy of each drivers driving licence must be provided to Us within 3 working days of the start date of this policy or the policy will cancel automatically.

11. Duty of Disclosure

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

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

The questions and responses recorded in Your Proposal Form and/or Statement of Fact, Renewal Applications and all other communications with us influence our acceptance of Your insurance, Your premium and the terms and conditions we apply. If there is ever any change in this information, or You are in any doubt about our questions and Your responses, You must tell us.

12. Duty to Comply with Policy Conditions

- a) The Insured must comply with the terms, limitations, Exclusions, Conditions and Endorsements of this Policy so far as they relate to anything to be done or complied with by the Insured, to include the Insured cooperating with the Insurer in the investigation of insured Events, including by responding to reasonable requests for information in an honest and reasonably careful manner.
- b) Other than where expressly provided in this Policy, compliance by the Insured with the terms, limitations, Exclusions, Conditions and Endorsements of this Policy shall be a condition precedent to any liability of the Insurer to make any payment under the Policy.
- c) Breach of any notification-related term or Condition will entitle the Insurer to refuse payment of a claim where the Insurer was prejudiced by the breach of the notification-related term or Condition in question.

13. Fraud

If a claim contains information that is false or misleading in any material respect and the Insured or an Insured Person (as the case may be) either knows that it is false or misleading or consciously disregards whether it is false or misleading, or a claim is otherwise fraudulent in any respect, (“Fraudulent Claim”) the Insurer shall be entitled to:

- a) refuse to pay the claim; **and**
- b) terminate the Policy by written notice in which case cover under the Policy shall be treated as having terminated with effect from the date on which the Fraudulent Claim was submitted.

In such circumstances of termination, the Insurer shall refuse all liability to the Insured and/or an Insured Person (as the case may be) under the Policy in respect of any claim made after the date of submission of the Fraudulent Claim (but not in respect of any claim(s) made before submission of the Fraudulent Claim) and the Insurer need not return any of the premiums paid under the Policy.

14. Indemnity to Employer

We will extend cover under Section 3 to provide cover to Your employer, if shown in Your Schedule if an accident occurs while the Insured Vehicle is being used by You on Your employer’s business provided:

1. the Insured Vehicle does not belong to or is not provided by Your employer
2. the employer is not entitled to cover under another policy

3. the employer observes, fulfils and complies with the terms, exclusions, conditions and Endorsements of this policy in so far as they apply.

15. 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 are obtained in the court of a foreign country to which we have agreed to extend cover.

16. Laws Relating to Compulsory Motor Insurance

If, under the provisions of Section 76 of the Road Traffic Act 1961 (as amended), or the equivalent law of any other country (if any) in which You are covered by this Policy, the Insurer is required by law to pay a claim which it would not otherwise be obliged to pay under the terms of this Policy (for example where we would otherwise be entitled to refuse all liability in the event of a Fraudulent Claim or a breach of the Policy terms by You), the Insurer shall pay such claim but shall be entitled to recover from the Insured or the Insured Person (as the case may be) all sums paid by the Insurer.

17. Limits of Indemnity

Where we have to make a payment to more than one Insured Person in the Event of an accident, the maximum amount we will pay will be the limit noted under the Policy or under any applicable Endorsement regardless of the number of people insured. Your liability will be prioritised ahead of any other Insured Person.

18. Open Driving

Your Schedule will show whether You have this cover

Where this Policy includes Open Driving cover, cover is provided for drivers aged 25 to 70 driving with Your permission. Provided that person holds or has held a full Irish licence, full UK Licence or full EU Licence, to drive the Insured vehicle (provided in the case of a UK or EU licence, the licence holder is resident in the Republic Ireland no less than 12 months). The driver must be medically fit to drive and driving licence must be clean and have had no disqualifications or convictions arising from motoring offences within the past five years.

19. Other Insurances

If at the time any claim arises under this Policy, there is any other insurance covering the same loss, damage or liability, we will only pay our share of any loss, damage, cost or expense.

If at the time of the claim the person driving the Insured Vehicle has cover under another Policy for the same loss or damage or liability, then no cover shall apply under Section 3- Liability to Third Parties of this Policy.

This condition will not apply to any personal accident or driver accident cover which may be covered by this Policy.

20. Payment

Any money paid under this Policy will be paid in Euro in the Republic of Ireland.

21. Payment Default

Where You have entered into a premium payment instalment arrangement directly with the Insurer and/or a Premium Finance Provider, any default in payment on the due date may result in the Policy cover being terminated and/or the instalment payment option being withdrawn.

22. Remedies for Misrepresentation

- 1) In this Condition, the term “negligent misrepresentation” means a representation made without reasonable care but which was not fraudulent. Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by or on behalf of an Insured involves a negligent misrepresentation, the remedy available to the Insurer shall reflect what the Insurer would have done had it been aware of the full facts and shall be based on a compensatory and proportionate test, as
 - (i) if the Insurer would not have entered into the Policy on any terms, the Insurer may avoid the Policy from inception or renewal (as the case may be) and refuse all claims, but shall return the premium paid;
 - (ii) if the Insurer would have entered into the Policy, but on different terms, the Policy is to be treated as if it had been entered into on those different terms if the Insurer so requires;
 - (iii) if the Insurer would have entered into the Policy, but would have charged a higher premium, the Insurer may reduce proportionately the amount to be paid on the relevant claim.
- 2) Where an answer which was provided, or information which was volunteered, involves a negligent misrepresentation which is identified at a time prior to there being any claim under the Policy, the Insurer may either:
 - (i) give notice to the Insured that in the event of a claim it will exercise the remedies in paragraphs 1(i)-(iii) above as appropriate; **and/or**
 - (ii) terminate the Policy by giving reasonable notice.
- 3) Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by the Insured involves a fraudulent misrepresentation, or where any conduct by the Insured (relative to the Policy or the steps leading to its formation) involves fraud of any other kind, the Insurer shall be entitled to avoid the Policy from the date of commencement or renewal date (as the case may be) without return of premium.

23. Right of Recovery

If we make a payment due to our obligations under the Road Traffic Act or any law, on a claim which the Policy does not cover (for example where we would otherwise be entitled to refuse all liability in the event of a Fraudulent Claim or a breach of the Policy terms by You), we have the right to get the payment back from You.

24. Subrogation

This clause applies where the Insurer has the right to be subrogated to the Insured Person's rights against some other person, but the Insured Person has not exercised those rights and might reasonably be expected not to exercise those rights because:

- a) the Insured Person and the other person are members of the same family (to be construed in accordance with the Employment Equality Act 1998), or are cohabitants (to be construed in accordance with the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010); **or**
- b) the Insured Person expressly or impliedly consented to the use, by the other person, of a motor vehicle insured under this Policy.

Where in the above circumstances the other person is not insured in respect of their liability to the Insured Person, the Insurer does not have the right to be subrogated to the Insured Person's rights against that other person.

Where the other person is so insured, the Insurer may not recover from the other person an amount greater than the amount that that person may recover under their insurance Policy.

This clause does not apply where the conduct of the other person that gave rise to the loss involved serious or wilful misconduct.

If the Insured Person is an employer, the Insurer will not exercise its right of subrogation against an employee except where the loss was caused by an employee intentionally or recklessly and with knowledge that the loss would probably result.

25. Third Party Property Damage Limit

The Third Party Property Damage limit under this policy is €30,000,000

26. Tracking Device

Where the current Market Value of the Insured Vehicle or the amount shown in the Policy Schedule, whichever is lower is over €100,000, the Insured Vehicle must be fitted with an operational Tracking Device.

We will not pay for loss of or damage to the Insured Vehicle (and spare parts) caused by Theft or attempted theft unless the Tracking Device which has been declared as fitted to the Insured Vehicle, or any subsequent Tracking Device fitted to the Insured Vehicle and approved by us, is activated and fully operational within the Territorial limits specified in 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.

27. Transaction premiums and fees

If a change to Your Policy results in You owing Us an additional premium, We will charge You a minimum of €15. If a change to Your Policy results in Us owing You a refund of Your premium (or a proportion of it), We will only make such a refund if the amount due is €10 or more after deducting an administration fee.

BundleBee may charge and retain a fee of up to €100 of the premium for any transaction under this policy, or up to €50 for a cancellation transaction under Condition 3 A (ii) Cancellation.

28. Vehicle Modifications

Where the Insured Vehicle has any modifications which have been accepted by us, these modifications must be:

- a) carried out in line with the manufacturers specifications;
- b) carried out by a qualified engineer/mechanic;
- c) where modified for passenger wheelchair(s) be modified by an approved installer;

And the Insured vehicle must be certified and in a road worthy condition following the completion of any accepted modifications.

29. Vehicles Registered Outside of the Republic of Ireland

If We agree to cover a Vehicle that is registered outside the Republic of Ireland, it is on the basis that You will re-register it here. We are obliged notify the Revenue Commissioners about any vehicle We insure that is not registered in the Republic of Ireland. We cannot insure Your non-Irish registered Vehicle while You are using it in the country where it is registered.

30. Vehicle Sharing

When the Insured Vehicle is being used as part of a Vehicle Sharing or pooling arrangement and the insured receives contributions towards the cost of such journeys, we will not consider the Insured to be using the Insured Vehicle for hire or reward as long as:

- a) the Insured Vehicle is not built or adapted for more than six Passengers;
- b) the Insured is not carrying Passengers as a business; **and**
- c) the total contributions the insured receives do not mean that the insured financially profits from this arrangement.



General Exclusions

Except where it is necessary to meet the requirements of Road Traffic legislation Your Policy does not cover You for:

1. Airside

Any Accident, loss, damage, cost, expense, liability or injury, including consequential loss caused while the Insured Vehicle is in or on any aerodrome, airport, airfield, military base 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.

This does not include roads and car parking facilities to which the public have access.

2. Alcohol/Drug Use

Any accident, injury, loss, damage or liability which occurs where any person driving the Insured Vehicle or any person using but not driving the Insured Vehicle:

- i. Has at the time of the accident giving rise to the claim a breath, blood or urine alcohol/drug level above the legal limit shown in the Road Traffic Act, and any further regulations; **or**
- ii. is convicted of or has a prosecution pending for an offence under the Road Traffic Act involving alcohol or drugs arising from the accident or the occasion giving rise to the claim.

3. Channel Tunnel

Any loss of, damage to, or loss of use of the channel tunnel known as Eurotunnel and any loss or losses consequent thereon. For the purposes of this exclusion, the words “channel tunnel” shall mean the fabric of the structure including contents therein, situated between the entrances and exits.

4. Consequential Loss

Loss or damage to any property or any indirect loss or expense (consequential loss).

5. Contractual Liability

Any liability accepted under a contract which would not have existed in the absence of the contract.

6. Cyber Risks

Any loss, damage, cost, expense, liability or injury described in below:

- a)** the loss of or damage to or a change in **or**
- b)** a reduction in the ability to work, availability or operation of
 - i. a computer system
 - ii. hardware
 - iii. program
 - iv. software
 - v. data
 - vi. information repository
 - vii. microchip
 - viii. integrated circuit or similar device in computer equipment or non-computer equipment that results from the malicious or negligent transfer, electronic or otherwise, of a computer program that contains a malicious or damaging code.
Malicious or damaging code can include but is not limited to:
 - (i) computer virus
 - (ii) logic bomb **or**
 - (iii) Trojan Horse
- c)** Loss or damage to any computer or electronically controlled equipment caused by its failing to recognise any date as the true calendar date.

7. Drivers

Any Accident, Injury, loss, damage, or legal liability which is caused by:

- While the Insured Vehicle is being driven by or is for the purpose of being driven is in the charge of any person other than a person permitted to drive under the Policy.
- While the Insured Vehicle is being driven by or is for the purpose of being driven in the charge of any person who does not hold the appropriate driving licence or who is prevented by law from holding the appropriate licence or who is disqualified from driving.
- While the Insured Vehicle is being driven by any person who does not meet the conditions of their licence/learner permit. This includes conditions relating to the class of vehicle being driven, the requirement to be accompanied by a qualified driver when driving under a learner permit or any other restriction or condition that may apply.

8. Earthquake

Any accident, injury, loss or damage arising during or as a result of an earthquake.

9. Riot or Civil Commotion

Any accident, injury, loss, damage or legal liability caused directly or indirectly by war, riot, revolution, or any similar Event other than where we must provide cover under the relevant Road Traffic Act.

10. Hazardous Goods

We will not cover any claim which is as a result of the carriage of Hazardous Goods in or on the Insured Vehicle, except as is necessary to meet the requirements of the Road Traffic Act.

11. Injury, Damage or Loss in the Course of Employment

Any claim by any person for injury to them or damage or loss to their property arising out of and in the course of their employment.

12. Government Authority

Any government, public or local authority legally taking or destroying Your property.

13. Radioactive Contamination

Any loss, damage, cost, expense, liability or injury directly or indirectly caused by, contributed to or arising from

- a. ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- c. any weapon or tool using atomic or nuclear fission and/or fusion or other similar reaction or radioactive force or material;
- d. any radioactive, toxic, explosive or other dangerous or contaminating properties of any radioactive material.

14. Sonic Bangs

Loss or damage directly or indirectly caused by pressure waves as a result of aircraft and other flying objects travelling at or above the speed of sound.

15. Terrorism

Any loss, damage, cost, expense, liability or injury directly or indirectly caused by, contributed to or arising from

- a. an act of terrorism, regardless of any other cause or Event contributing to a loss, including any action taken to control, prevent or suppress or in any way relating to an act of terrorism.

We define an act of terrorism as an act or threat of force or violence by any person or group, whether acting alone or on behalf of or in connection with any organisation or government

committed for political, religious, ideological, ethnic or similar purpose to influence any government or to place the public, or any section of the public, in fear.

- b. biological or chemical contamination, missiles, bombs, grenades or explosives due to any act of terrorism.

We define contamination as contamination, poisoning or preventing or limiting the use of objects due to the effects of chemical or biological materials.

If we allege that, by reason of this general exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be on You. In the event that any part of this general exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

16. Towing for Payment

Any accident, injury, loss or damage where the Insured Vehicle is towing a caravan, trailer or other vehicle for payment.

17. Use

Any accident, injury, loss, damage or liability which happens if the Insured Vehicle is at the time of the accident:

- being driven or used other than as allowed under the terms of the Certificate of Insurance
- being used for
 - i) Racing, pace making, speed testing, competitions, rallies or trials;
 - ii) Hire or Reward ;
 - iii) Carrying Passengers for hire or reward
- being used or driven to the knowledge of You the Insured/Insured Driver in an unsafe and/or unroadworthy condition.

18. Vermin

Loss or damage to an Insured Vehicle caused by vermin, such as animals or insects that are destructive in their natural behaviour, or considered pests or nuisances, including (but not limited to) rodents, weasels, squirrels, flies, and cockroaches;

19. War

Any loss, damage, cost expense, liability or injury caused as a consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

E Cover

The cover which applies to Your Policy will be shown on the Schedule. Standard cover options are noted below and can be amended via Endorsement(s).

Third Party, Fire and Theft Cover

This provides cover for Your legal liabilities should a claim be brought against You for property damage or injury to others arising from the use of Your car. The maximum amount We will pay in respect of damage to property, including related legal costs and expenses is €30,000,000.

In addition, we will provide cover for loss or damage to the Insured Vehicle arising from fire, theft or damage caused during an attempted theft.

Sections 1 and 3 will apply if You select third party, fire and theft cover.

Optional additional benefits are available upon request and payment of additional charge or charges. Please refer to Your Schedule to check the options that are currently in force.

Comprehensive Cover

In addition to the protection provided under third party, fire and theft cover, comprehensive cover includes cover for accidental damage to the Insured Vehicle.

Comprehensive cover provides You with access to our Approved Repairer Scheme which covers car hire expenses in the Event that the Insured Vehicle cannot be used as a result of an accident.

Optional additional benefits are available upon request and payment of additional charge or charges. Please refer to Your Schedule to check the options that are currently in force.

Insured Drivers

We provide a number of insured driver options. Your certificate will show the drivers covered to drive under Your policy. These drivers are covered provided they:

- 1) hold a licence to drive the Insured Vehicle or having held such a licence and are not disqualified from holding a licence;
- 2) are not a person in the motor trade driving the Insured Vehicle for the purpose of overhaul, upkeep or repair for You;
- 3) observe the terms, exclusions, conditions, and Endorsements of the policy in so far as they can apply.

Insured Use

The use insured under Your policy is outlined under Limitations as to Use on Your Certificate of Insurance and Schedule. All policies include use for

1. social, domestic and pleasure purposes
2. use required by the overhaul, upkeep and repair of the Insured Vehicle
3. use while towing a broken down mechanically propelled vehicle.

Some policies are extended to include business use and if this applies to Your policy it will be noted on Your Certificate of Insurance and Schedule. We do not provide cover when the Insured Vehicle is being used in other circumstances unless agreed by us and shown on Your Schedule and certificate as being within the Limitations as to use

Section 1: Loss or Damage to the Insured Vehicle caused by Fire or Theft

Your Schedule will show whether You have this cover

We will pay for loss or damage to the Insured Vehicle or its Accessories and spare parts.

We may at our sole discretion, repair, reinstate or replace the Insured Vehicle or any part of it or its Accessories or spare parts or alternatively pay a cash amount for the loss or damage.

We may choose to repair the Insured Vehicle with recycled parts, where appropriate.

We may use parts that have not been made by the Insured Vehicle's manufacturer, but they will be of a similar standard.

If we choose to repair the Insured Vehicle but if You choose not to use an approved repairer:

- We will not reimburse Your temporary replacement car costs and
- We will only pay what our engineer states it would have cost to repair Your Private Car in an approved repairer if the cost of repairs in the garage You choose is higher.

1A Authority to Repair

Reasonable and necessary repairs may be authorised by the Insured only when a detailed estimate of the cost of such repairs has been both provided to and approved by the Insurer.

The Insurer retains the right to direct that the Insured Vehicle be moved to a repairer of its choice at its discretion.

1B Hire Purchase, Finance and Leasing Agreements

If to the knowledge of the Insurer the Insured Vehicle is the subject of a finance, hire purchase or leasing agreement any payment for loss of or damage to the Insured Vehicle which is not made good by repair, reinstatement or replacement may at the discretion of the Insurer be made to the owner whose receipt shall be a full and final discharge of the Insurer's liability.

1C Salvage (If Your Insured Vehicle is written off)

If Your Insured Vehicle is written off and we agree to settle Your claim on that basis, we will have met our responsibilities to You under the Policy.

Once we settle Your claim, Your Insured Vehicle will become our property and You must send us the registration document and keys. All cover will then end unless we agree differently.

We will not refund any of Your premium if You pay annually. If You pay by instalments under a credit agreement, we may be obligated to reduce the amount that we pay in settlement of Your claim by the amount that You owe the credit provider.

We will be entitled to take possession of and dispose of Your damaged Insured Vehicle at any time during the course of a claim. If we know that the Insured Vehicle is covered by a hire purchase or contract-hire agreement, we may pay the owner described in the agreement.

1D Storage and Towing

The maximum limit we will pay for all fees connected with towage and storage of the Insured Vehicle, provided You notify us within 48 hours of any accident or loss will be €200.

1E Total Loss

The maximum we will pay in the Event of:

- a) A total loss where the Insured Vehicle is damaged beyond repair or is deemed by us to be uneconomical to repair **or**
- b) The Insured Vehicle being stolen and not recovered

is the Market Value of such a vehicle immediately prior to the loss or damage less any residual salvage value.

We will be entitled to take possession of and dispose of Your damaged Insured Vehicle, at any time during the course of the claim.

1F Vehicle Hire Expenses

Your Schedule will show whether You have this cover.

We will pay the cost of You hiring a vehicle if these costs arise as a direct result of the Insured Vehicle being damaged and such damage is covered under this section. We will pay up to €40 per day but no more than €300 in respect of any one claim.

This cover is only available on comprehensive policies.

This cover is not available for Glass Claims.

Section 1: Loss or Damage to the Insured Vehicle caused by Fire or Theft Exclusions

We will not pay for:

- 1)** Any amount in respect of loss of or damage to Accessories (which is other than as provided for in the manufacturers specification) in excess of 10% of the current estimated value of the Insured Vehicle at the time of loss or €650 whichever is the less.
- 2)** Mechanical, Electrical, Electronic or Computer Breakage, Failure or Breakdown.
- 3)** Loss of or damage to the Insured Vehicle caused by deception by a purported purchaser or his/her agent where a contract of sale has or is purported to have been concluded.
- 4)** Any fall in the Market Value of the Insured Vehicle.
- 5)** Any Excess amount as shown in the Schedule.
- 6)** Damage to the Insured Vehicle, it's Accessories and spare parts caused by goods carried in the car.
- 7)** The extra cost of parts or Accessories (including the import costs of such parts or accessories) above the price of similar parts and Accessories received from the manufacturer's European representatives.
- 8)** Loss or theft of a key(s) unless this option has been specifically requested by You and the appropriate additional charge has been paid. Please refer to Your Schedule to see if You have this cover.
- 9)** Loss of or damage to the Insured Vehicle caused by incorrectly fuelling the car, the use of substandard or contaminated fuel, lubricants or parts.
- 10)** Any modifications either performance enhancing or cosmetic unless they form part of the manufacturers standard specification or modifications required for a medical condition which We have specifically agreed to cover.
- 11)** Should any part or accessory of the Insured Vehicle become obsolete or unattainable from the makers, the most the Insurer will pay for the part or accessory is limited to the cost of the part or accessory as set out in the makers last current price list together with the current labour charges for fitting the part or accessory.
- 12)** Any more than our share for loss or damage if, at the time of a claim, there is any other Policy covering the loss or damage.
- 13)** Loss or damage where the Insured Vehicle is not owned and registered to You unless otherwise specified to and agreed by us.
- 14)** Loss or damage arising from confiscation or destruction by or under order of An Garda Siochana or any public authority.
- 15)** Any reduction in the Market Value of the Insured Vehicle as a result of repairs to the Insured Vehicle.

- 16)** Loss of or damage to the Insured Vehicle directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 17)** Any vehicle storage costs, unless explicitly agreed by the Insurer in writing.
- 18)** Loss or damage by theft or attempted theft while the keys are in or on the Insured Vehicle. Loss or damage by theft or attempted theft where the Insured Vehicle was not locked.
- 19)** Theft and/or unauthorised taking of the Insured Vehicle by any member of the Insured's family or household, unless the Insured can provide the Insurer with written confirmation that the Insured has instructed the Gardaí or local police (if abroad) to proceed with prosecution for such a theft.
- 20)** Loss of or damage to any trailer or to property being carried in or on any trailer, disabled mechanically propelled vehicle or the Insured Vehicle.
- 21)** Damage to tyres by braking, punctures, cuts or bursts.
- 22)** Any loss of or damage to the Insured Vehicle, which does not arise from an accidental, sudden or unforeseen cause.
- 23)** Loss of use.
- 24)** Loss or damage over the current Market Value of the Insured Vehicle at the time of loss or the amount shown in the Policy Schedule, whichever is the less.
- 25)** The VAT (value added tax) on any repair or replacement to the Insured Vehicle, if the Insured is registered for VAT.
- 26)** Wear and Tear

Section 2: Accidental Damage to the Insured Vehicle

Your Schedule will show whether You have this cover.

We will pay for loss or damage to the Insured Vehicle or its Accessories and spare parts.

We may at our sole discretion, repair, reinstate or replace the Insured Vehicle or any part of it or its Accessories or spare parts or alternatively pay a cash amount for the loss or damage.

We may choose to repair the Insured Vehicle with recycled parts, where appropriate.

We may use parts that have not been made by the Insured Vehicle's manufacturer, but they will be of a similar standard.

If we choose to repair the Insured Vehicle but if You choose not to use an approved repairer:

- We will not reimburse Your temporary replacement car costs and
- We will only pay what our engineer states it would have cost to repair the Insured Vehicle in an approved repairer if the cost of repairs in the garage You choose is higher.

2A Authority to Repair

Reasonable and necessary repairs may be authorised by the Insured only when a detailed estimate of the cost of such repairs has been both provided to and approved by the Insurer.

The Insurer retains the right to direct that the Insured Vehicle be moved to a repairer of its choice at its discretion.

2B Hire Purchase, Finance and Leasing Agreements

If to the knowledge of the Insurer the Insured Vehicle is the subject of a finance, hire purchase or leasing agreement any payment for loss of or damage to the Insured Vehicle which is not made good by repair, reinstatement or replacement may at the discretion of the Insurer be made to the owner whose receipt shall be a full and final discharge of the Insurer's liability.

2C Salvage (If Your vehicle is written off)

If Your Insured Vehicle is written off and we agree to settle Your claim on that basis, we will have met our responsibilities to You under the Policy.

Once we settle Your claim, Your Insured Vehicle will become our property and You must send us the registration document and keys. All cover will then end unless we agree differently.

We will not refund any of Your premium if You pay annually. If You pay by instalments under a credit agreement, we may be obligated to reduce the amount that we pay in settlement of Your claim by the amount that You owe the credit provider.

We will be entitled to take possession of and dispose of Your damaged Insured Vehicle at any time during the course of a claim. If we know that the vehicle is covered by a hire purchase or contract-hire agreement, we may pay the owner described in the agreement.

2D Storage and Towing

The maximum limit we will pay for all fees connected with towage and storage of the Insured Vehicle, provided You notify us within 48 hours of any accident or loss will be €200.

2E Total Loss

The maximum we will pay in the Event of:

- a) A total loss where the Insured Vehicle is damaged beyond repair or is deemed by us to be uneconomical to repair or
- b) The Insured Vehicle being stolen and not recovered

is the Market Value of such a vehicle immediately prior to the loss or damage less any residual salvage value.

We will be entitled to take possession of and dispose of Your damaged car, at any time during the course of the claim.

2F Vehicle Hire Expenses

Your Schedule will show whether You have this cover.

We will pay the cost of You hiring a vehicle if these costs arise as a direct result of the Insured Vehicle being damaged and such damage is covered under this section. We will pay up to €40 per day but no more than €300 in respect of any one claim.

This cover is only available on comprehensive policies.

This cover is not available for Glass Claims.

Section 2: Accidental Damage to the Insured Vehicle Exclusions

We will not pay for:

- 1) Any amount in respect of loss of or damage to Accessories (which is other than as provided for in the manufacturers specification) in excess of 10% of the current estimated value of the Insured Vehicle at the time of loss or €650 whichever is the less.
- 2) Mechanical, Electrical, Electronic or Computer Breakage, Failure or Breakdown.
- 3) Loss of or damage to the Insured Vehicle caused by deception by a purported purchaser or his/her agent where a contract of sale has or is purported to have been concluded.
- 4) Any fall in the Market Value of the Insured Vehicle.
- 5) Any Excess amount as shown in the Schedule.
- 6) Damage to the Insured Vehicle, it's Accessories and spare parts caused by goods carried in the car.
- 7) The extra cost of parts or Accessories (including the import costs of such parts or accessories) above the price of similar parts and Accessories received from the manufacturer's European representatives.
- 8) Loss or theft of a key(s) unless this option has been specifically requested by You and the appropriate additional charge has been paid. Please refer to Your Schedule to see if You have this cover.
- 9) Loss of or damage to the Insured Vehicle caused by incorrectly fuelling the car, the use of substandard or contaminated fuel, lubricants or parts.
- 10) Any modifications either performance enhancing or cosmetic unless they form part of the manufacturers standard specification or modifications required for a medical condition which We have specifically agreed to cover.
- 11) Should any part or accessory of the Insured Vehicle become obsolete or unattainable from the makers, the most the Insurer will pay for the part or accessory is limited to the cost of the part or accessory as set out in the makers last current price list together with the current labour charges for fitting the part or accessory.
- 12) Any more than our share for loss or damage if, at the time of a claim, there is any other Policy covering the loss or damage.
- 13) Loss or damage where the Insured Vehicle is not owned and registered to You unless otherwise specified to and agreed by us.
- 14) Loss or damage arising from confiscation or destruction by or under order of An Garda Síochána or any public authority.
- 15) Any reduction in the Market Value of the Insured Vehicle as a result of repairs to the Insured Vehicle.

- 16) Loss of or damage to the Insured Vehicle directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 17) Any vehicle storage costs, unless explicitly agreed by the Insurer in writing.
- 18) Loss or damage by theft or attempted theft while the keys are in or on the Insured Vehicle. Loss or damage by theft or attempted theft where the Insured Vehicle was not locked.
- 19) Theft and/or unauthorised taking of the Insured Vehicle by any member of the Insured's family or household, unless the Insured can provide the Insurer with written confirmation that the Insured has instructed the Gardaí or local police (if abroad) to proceed with prosecution for such a theft.
- 20) Loss of or damage to any trailer or to property being carried in or on any trailer, disabled mechanically propelled vehicle or the Insured Vehicle.
- 21) Damage to tyres by braking, punctures, cuts or bursts.
- 22) Any loss of or damage to the Insured Vehicle, which does not arise from an accidental, sudden or unforeseen cause.
- 23) Loss of use.
- 24) Loss or damage over the current Market Value of the Insured Vehicle at the time of loss or the amount shown in the Policy Schedule, whichever is the less.
- 25) The VAT (value added tax) on any repair or replacement to the Insured Vehicle, if the Insured is registered for VAT.
- 26) Wear and Tear

Excesses

An excess is the amount payable by You for the first part of the any claim made by You under Section 2: Accidental Damage to the Insured Vehicle. The following Excess amounts will be paid by You prior to Us making any claims payment

- the amount shown in Your Schedule as the standard Excess **PLUS**;
- an additional excess we may apply which will be shown in Your Schedule;

The following Additional excesses may apply if the driver or Insured meet the criteria specified below

- €200 if the driver of the Insured Vehicle is aged 17-24;
- €150 if the driver of the Insured Vehicle is aged 25 years or older and holds a Learner Permit or Provisional Licence;
- €250 if You do not use one of Our Approved Repairers to repair the Insured Vehicle.
- €450 if You have received a discount for telling Us You have an Operational dashcam installed in Your Insured Vehicle, if at the time of an accident We find the dashcam has not been properly installed and maintained and is not available as evidence to Us.

Section 3: Liability to Third Parties

We will pay:

- The full amount an Insured Person (or their legal personal representatives) may have to pay for being legally liable for a person's death or Bodily Injury; and
- Up to a limit of €30,000,000 including costs and expenses, the amount an Insured Person (or their legal personal representatives) may have to pay for being legally liable for damage to property in the Event of any accident caused by or in connection with:
 - o the Insured Vehicle,
 - o A trailer or disabled mechanically propelled vehicle which is attached to or being towed by the Insured Vehicle as permitted by law,
- 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.

Legal Costs

We may pay the following legal costs if they relate to an incident which is covered under this section:

1. The fees of solicitors asked to represent anyone we insure at a coroner's inquest or defence in any district court.
2. The costs of defence against a charge, under sub-section 2(A) of Section 53 of the Road Traffic Act 1961, of manslaughter or causing death or serious Bodily Injury by Careless/Dangerous Driving.
3. All other legal costs and expenses which are run up in defending any claim for Bodily Injury or damage to property arising as the result of an accident caused by or connected to the Insured Vehicle and for which the Insured Person may be legally liable.

We will not be liable for any expenses You incur without our prior approval. You must have our written permission before we will make any payment.

3A. Compulsory insurance in the European Union and Other Countries

We will extend the insurance under this section to give the minimum Section 3 - Liability to Third Parties cover required by law relating to compulsory insurance for vehicles in any country which:

- is a member of the European Union (EU); or
- has, according to the Commission of the European Union, made arrangements to meet Article 8(1) of the EC Directive on insurance of civil liabilities arising from the use of motor vehicles (number 2009/103/EC).

3B. Driving of Other Cars

Your Schedule will show whether You have this cover.

Driving of other cars is on a Third Party Only basis

We will pay:

- the full amount You may have to pay under this section for being legally liable for a person's death or Bodily Injury; **and**
- up to a limit of €30,000,000 the amount You may have to pay for damages and for the costs and expenses of the person claiming for damage to property;

as a result of an accident caused by or in connection with You driving any other Private Car You do not own.

This cover will only apply if -

1. it is shown that this cover applies under Section 5 of Your Certificate of Insurance;
2. You or Your partner/spouse do not own the Vehicle, or You or Your partner /spouse have not hired the Vehicle under a hire-purchase agreement, contract of lease hire or contract hire;
3. the vehicle is not owned by Your employer or hired to them under a hire-purchase or lease agreement;
4. a current Certificate of Insurance has been issued and remains in force on the Private vehicle being driven under the Driving other Vehicles cover provided;
5. You have the consent of the owner to drive the vehicle;
6. the vehicle is being used within the limits of use shown in the current Certificate of Insurance;
7. The permanently Insured Vehicle that is the basis of the policy is still in the Policyholder's possession, and it has not been written off;
8. the vehicle is being driven within the territorial limits (Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man or the Channel Islands) of the policy;
9. the motor vehicle being driven is solely a private vehicle. This cover does not include the driving of any commercial vehicles, camper vehicles, vans, car-vans, vans adapted to carry Passengers or vehicles used for hire or reward such as a taxi or a hackney car;
10. You have complied with the duty to take care condition as set out under the General conditions of the policy in respect of the Insured Vehicle.
11. The Private Car is not registered outside of the Republic of Ireland
12. There is no other insurance in force covering the same risk
13. The insured is not a business entity.
14. The car is registered, taxed and normally situated in the Republic of Ireland and is compliant with the Road Traffic Act and is the subject of a valid NCT certificate where so required by law.

Section 3: Liability to Third Parties Exclusions

The Insurer shall not be liable:

- 1.** unless the person driving holds a licence to drive the Insured Vehicle or has held and is not disqualified from holding or obtaining such a licence.
- 2.** if, to the knowledge of the person claiming to be indemnified, the person driving does not hold a licence to drive the Insured Vehicle unless the person driving has held and is not disqualified from holding or obtaining such a licence.
- 3.** if such person is entitled to indemnity under any other Policy.
- 4.** unless such person shall, as though he/she were the Insured, observe, fulfil and be subject to the terms, limitations, Exclusions and Conditions of this Policy so far as they can apply.
- 5.** in respect of damage to property belonging to or held in trust by or in the custody or control of the person claiming to be indemnified under this Section.
- 6.** in respect of loss of or damage to the Insured Vehicle or any vehicle being driven by the Insured.
- 7.** in respect of death of or Bodily Injury to any person (including any Passenger) while in or on any trailer, semi-trailer or caravan, covered by this Policy, whether coupled to the Insured Vehicle or otherwise.
- 8.** in respect of loss of or damage to any trailer or disabled mechanically propelled vehicle, covered by this Policy or to any property carried in or on such trailer, disabled mechanically propelled vehicle or the Insured Vehicle.
- 9.** for more than the Third Party Property Damage Limit specified in policy General Condition 24, in respect of damage to property arising out of any one accident or series of accidents arising out of one Event.
- 10.** death or Bodily Injury to anyone driving or in charge of the Insured Vehicle.



Additional Covers

Section 4: Windscreen and Glass Breakage

Your Schedule will show whether You have this cover.

We operate our approved windscreen services through Autoglass Windscreen Services Limited. If You want to make a claim under this section of Your policy, You **MUST** use Autoglass to repair or replace Your windscreen or window glass.

All claims must be validated before any repair or replacement work is undertaken.

If You wish to make a claim, please telephone **Autoglass**:

Republic of Ireland: (0)1 460 6916

Outside Republic of Ireland: +353 (0)1 460 6916

Territorial Limits

This section provides cover while Your Insured Vehicle is in the Republic of Ireland, England, Scotland and Wales and Northern Ireland,

What is covered under this Section if You have this Cover:

1. Repair or replacement of a chipped, cracked, or broken windscreen or window glass in Your Insured Vehicle, up to the maximum value of €500 per claim provided that You use our approved windscreen supplier Autoglass.
2. The related recalibration of Your ADAS, where required after windscreen replacement, provided that You have used our approved windscreen supplier Autoglass, up to a maximum of €500.

What is NOT covered under this Section:

We will not pay for:

1. Costs exceeding €500 for windscreen / window breakage per claim for the Period of Insurance.
2. Costs exceeding €500 for calibration per claim for the Period of Insurance.
3. More than 2 windscreen / window breakage claims during any Period of Insurance.
4. If You choose to use a provider other than our approved repairer, a maximum of €120.00 will be paid.
5. If You choose to replace a windscreen or window when Autoglass recommends that it is repaired, an Excess of €50.00 is payable by the policyholder.

- 6.** Damaged or broken glass in sunroofs, panoramic sunroofs, moonroofs, wraparound glass, glass forming part of a body panel (such as glass covering the engine compartment), or continuous glass panels, mirror glass, lights, lenses, or internal glass.
- 7.** Damage to the mechanical or electrical window-winding mechanism.
- 8.** Damage caused by wear, tear or negligence.
- 9.** Damage caused by Your own deliberate actions.
- 10.** The extra cost of replacing glass/film or any products attached to the vehicle glass that is not in accordance with the manufacturer's specification for Your car.
- 11.** Any extra cost of glass, including the cost of importing it from outside the European Union.
- 12.** Glass or Perspex that is an integral part of a removable canopy or hood.
- 13.** Any more than the Market Value of the Insured Vehicle, or the amount You insured it for if less; or
- 14.** Any breakage or repair You notify us about more than 90 days after it happened.

A claim made under this Section will not affect Your No Claims Discount.

You may cancel this policy within fourteen (14) working days of receiving the Policy terms and conditions, provided, no claim has been made or incurred.

If this Policy is cancelled after the fourteen (14) working days cooling off period, the premium relating to this Section will not be refunded.

Section 5: Breakdown Assistance

Your Schedule will show whether You have this cover.

The Breakdown Assistance provided under this policy applies to private vehicles which can be driven with a Private Car or Category B driver's licence.

Breakdown Assistance is a 24-hour emergency breakdown and accident recovery service. It is there to assist You in Your time of need. The choice of assistance supplied depends on the options available to Us at the time of the request for assistance.

Requesting Assistance

Should You require assistance, please telephone the Breakdown Assistance line on:

Republic of Ireland: (0)91 429 103

Northern Ireland, England, Scotland or Wales: +353 (0)91 429 103

Please have the following information to hand when You call:

- Your exact location;
- The registration number of the Insured Vehicle;
- Your Policy number;
- A telephone number where You can be contacted; **and**
- A description of the problem.

We will only pay for assistance that You have requested by calling these numbers.

Definitions/Meaning of words relating to this Section:

The following words have these meanings wherever they appear in this Section of the policy

You, Your	Any Insured Person who is driving the Insured Vehicle with Your knowledge and consent, and who resides in the Republic of Ireland.
We, Us, Our	MAPFRE ASISTENCIA Compania Internacional de Seguros Y Reaseguros, S.A., trading as MAWDY.
Passengers	All non-fare paying Passengers (excluding hitchhikers) being legally transported in the Insured Vehicle at the time assistance is required.
Territorial Limit	The Republic of Ireland and the United Kingdom (Northern Ireland, Great Britain, the Isle of Man and the Channel Islands).
Period of Insurance	The period between the start date and expiry date shown on the Schedule of Insurance relating to the Insured Vehicle.
Recovery Provider	Any representative of ours whom we appoint to assist You.

What IS covered under this Section:

In the Event of the Insured Vehicle being immobilised as a result of an Accident, mechanical or electrical breakdown, fire, theft, or any attempted theft, malicious damage, punctures, lost keys, stolen keys, or keys broken in the lock or locked in the vehicle, occurring within the Territorial Limits, we will arrange and pay for the following benefits:

Roadside & Doorstep Assist

We will provide up to one hour's free labour either at the roadside, Your home or place of work if the Insured Vehicle can be repaired onsite. You or an Insured Driver must be with the Insured Vehicle when the repairer arrives to avail of the benefits under this cover.

Towing

If the Insured Vehicle has broken down at home or away from home and cannot be repaired onsite, We will pay the cost of towing the Insured Vehicle to the nearest garage capable of repairing the vehicle or Your own garage, whichever is closer.

Completion of Your Journey in Ireland

If repairs cannot be carried out at the roadside and You are more than 30 kilometres from Your home, at the choice of the assistance provider We will arrange and pay up to €175 for one of the following:

- a) Onward public transport of You or an Insured Vehicle and Passengers home or to an intended destination, **or**
- b) A replacement Private Car for up to 48 hours and public transport back to collect the Insured Vehicle when repaired, **or**
- c) Overnight accommodation for one night only, while repairs to the Insured Vehicle are being carried out subject to a maximum value of €35 per person and €175 in total.

Theft of Your car within Ireland

We will provide an emergency replacement car, classified under Category B, in the Event that the Insured Vehicle is stolen and not recovered within 24 hours and the theft has been reported to both MAWDY and An Garda Síochána. The Private Car will be provided for:

- up to 5 days, **or**
- until the Insured Vehicle is recovered,

whichever is sooner.

MAWDY will not:

- Supply an emergency replacement Private Car if a courtesy car has already been arranged under any other provision in Your Policy.

Completion of Your journey within England, Scotland and Wales

- If repairs cannot be carried out at the roadside, MAWDY will provide a replacement Private Car for up to 48 hours. The most We will pay for this is £100 (sterling).
- If the Insured Vehicle cannot be repaired before departure date, We will pay for the Insured Vehicle to be towed to the port You are leaving from. The most We will pay for this is £250 (sterling).

Message relay

MAWDY will pass on two urgent messages for You.

Conditions

1. No benefit shall be payable unless We have been notified and have authorised assistance after being notified through the Breakdown Assistance phone line (0)91 429 103.
2. Territorial Limits of cover: Republic of Ireland, Northern Ireland, England, Scotland, Wales, Isle of Man and the Channel Islands.
3. The policy number must be quoted when calling for assistance.
4. Vehicles eligible for assistance will be private vehicles which can be driven with a Car or Category B driver's licence.
5. You must be with the Insured Vehicle when the repairer arrives. If You are not with the vehicle and Our repairer cannot assist, any subsequent assistance will be at Your own cost.
6. We may refuse assistance in circumstances where:
 - a. a driver appears intoxicated;
 - b. the Insured Vehicle is inaccessible or in an off-road location;
 - c. the Insured Vehicle cannot be transported safely or legally without hindrance using a standard car transporter and equipment;
 - d. the Insured Vehicle is not being used in accordance with the use set out in the Assist Insurances policy;
 - e. the Insured Vehicle is modified or customised so that it cannot be recovered, for example changes to the wheel arches, wheel or tyre sizes, front and rear bumper height, and original ride height.
7. If We have to make a forced entry to the Insured Vehicle because You are locked out, You must sign a declaration, which confirms that We are not responsible for any damage.
8. The Insured Vehicle must at all times be maintained in a good mechanical order and roadworthy condition and be regularly serviced.
9. We cannot accept responsibility for the care or transportation of any goods carried (including pet animals or livestock) within the Insured Vehicle.
10. We will not arrange for or incur any additional cost to transport goods, pets or any other

animals carried in the Insured Vehicle. It will be Your responsibility to arrange and pay for alternative transport for goods, pets, or any animals if the Insured Vehicle has to be towed.

11. In the Event of the Insured Vehicle being taken to a location of Your choice, no further recovery arising from the same breakdown will be provided.
12. If You cancel a breakdown assistance call-out, You are not eligible for another call-out for that same assistance.
13. We will always use best endeavours to recover the Insured Vehicle. The Insured Vehicle must not be fitted with modifications beyond the original manufacturer's specifications which could impede the recovery.
14. You are eligible for a maximum of 3 breakdown assists during the Period of Insurance.

What is NOT covered under this Section:

We will not pay for:

1. Any consequential loss arising from using the assistance services (consequential loss is an additional loss caused by a Recovery Provider assisting or failing to assist You).
2. Expenses, which are recoverable from any other source.
3. Recurring breakdown assistance requests due to the same cause where a permanent professional repair has not been undertaken to correct the fault.
4. Any breakdown assistance requests arising where the Insured Vehicle is carrying more Passengers than that for which it was designed as stated in the manufacturer's specifications.
5. Any breakdown assistance requests arising directly out of the unreasonable driving of the Insured Vehicle on unsuitable terrain.
6. Any vehicle designed as a tool of trade, non-registered or registered as a work vehicle.
7. Any accident or breakdown brought about by an avoidable or wilful or deliberate act committed by You.
8. The cost of repairing the Insured Vehicle other than outlined in the benefits above.
9. The cost of any parts, tyres, keys, lubricants, fluids, fuel or EV electrical charge.
10. Any breakdown assistance requests caused by fuels, mineral essences or other flammable materials, explosives or toxins transported by the Insured Vehicle.
11. Failing to provide any of the benefits outlined in this Section for reasons beyond Our reasonable control, including (but not limited to) Your assistance during a natural catastrophe, or Us being unable to reach You because roads have been closed.
12. Any winching costs or specialist equipment. For example, any vehicle or equipment (other than a standard recovery vehicle) which is required to move an Insured Vehicle which has left the road or is overturned or without wheels, would be considered specialist equipment. Once the Insured Vehicle has been removed to a suitable location, normal service will be provided.

13. Loss or damage to the contents of the Insured Vehicle.
14. Recovery of trailers or any attachments to the Insured Vehicle.
15. Breakdown assistance requests if You knowingly provide false or misleading information.
16. Any breach of this section of the policy or failure on our part to perform any obligation as a result of acts of god, 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 labour disputes or difficulties (whether or not within the company) or any other cause whatsoever where such cause is beyond our reasonable control.

Data Protection

The information You provide about Yourself and others is confidential and will only be used for the provision and administration of insurance products and related services.

Such information may be disclosed in confidence for these purposes to agents or service providers that we appoint, regulatory bodies, other insurance companies (directly or via a central register), and other companies connected to us. This information will be held on our computers and in our manual records.

You are entitled to receive a copy of the information we hold about You. You can do this by sending a written request and the applicable fee to the Data Protection Compliance Officer at our address shown in Your Schedule.

You also have the right to correct any inaccuracies identified in the personal data we hold.

Insurance Act 1936

All money which becomes or may become payable to You under this Section will, in accordance with Section 93 of the Insurance Act 1936, be paid in the Republic of Ireland.

Stamp Duties Consolidation Act 1999

We will pay the appropriate stamp duty, in accordance with Section 5 of the Stamp Duties Consolidation Act 1999.

Customer Care

If You need to make a complaint about this part of Your Policy, please write to the Insurer for this Section shown in Your Schedule.

If we cannot resolve Your complaint to Your satisfaction or progress Your complaint further, You may then contact the:

Financial Services and Pensions Ombudsman

Lincoln House,

Lincoln Place,

Dublin 2,

D02 VH29

Telephone: +353 (0) 1 567 7000

Email: info@fspo.ie

Website: www.fspo.ie

Contacting the Financial Services and Pensions Ombudsman does not affect Your other legal rights. Any telephone calls made in connection with this Section may be monitored or recorded to assist with staff training and for quality control purposes.

Section 6: Motor Legal Protection

Your Schedule will show whether You have this cover.

Important Information

This is Your Motor Legal Protection Plus policy - it includes everything You need to know about Your cover.

We suggest You keep this document in a safe place as You will need to refer to it if You need to make a claim.

Helpline services

An Insured Person can contact Us 24 hours a day, seven days a week during the Period of Insurance. However, We may need to arrange to call the Insured Person back depending on their enquiry. All helplines apply to the Republic of Ireland and United Kingdom. To help Us check and improve Our service standards, We may record all calls.

When phoning, please tell Us Your policy number or the name of the scheme You are in.

Please do not phone Us to report a general insurance claim.

LEGAL ADVICE SERVICE

Call 0818 670 747

We will give the Insured Person confidential legal advice over the phone on any personal legal problem, under the laws of the Republic of Ireland and the United Kingdom. Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal adviser.

However, if this is not possible, they will arrange a call back at a time to suit the Insured Person.

Our legal advisers provide advice on the laws of the Republic of Ireland 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, We will refer the Insured Person to one of Our specialist advisers. This will include certain areas of law for Scotland and Northern Ireland.

Specialist advice is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will call You back.

DRIVERS' ASSISTANCE SERVICE

Call 0818 670 747

We will arrange help for an Insured Person if the Insured Vehicle cannot be driven because of an accident or breakdown in the Republic of Ireland or the United Kingdom. We will ask a contractor to help, but the Insured Person must pay the contractor's costs, including call-out charges.

COUNSELLING SERVICE

Call 1800 670 407

We will provide an Insured Person with a confidential counselling service over the phone if they are aged 18 years or over (or aged between 16 and 18 and in full-time employment) including, where appropriate, onward referral to relevant voluntary or professional services.

Any costs arising from the use of these referral services will not be paid by Us.

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

Please note any associated Helpline and/or Assistance Services provided to You do not form part of Your insurance contract so the Central Bank of Ireland does not regulate these services.

Motor Legal Protection – The Meaning of Words

The following words have these meanings wherever they appear in this Section of the policy:

Date of occurrence	<p>(a) For civil cases, the date of the Event that leads to a claim. If there is more than one Event arising at different times from the same originating cause, the Date of Occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date You or an Insured Person first became aware of it.)</p> <p>(b) For motoring offences, the date of the motor offence an Insured Person is alleged to have committed. If there is more than one offence arising at different times, the Date of Occurrence is the date an Insured Person began, or is alleged to have begun, to break the law.</p>
Injuries Resolution Board (IRB)	An independent state body which assesses personal injury compensation.
Insured Incidents	<ol style="list-style-type: none"> 1. Accident Loss Recovery and Personal Injury 2. Motor Legal Defence 3. Motor Contract Disputes <p>As described on page 60-61</p>
Insured Person(s)	You, and any passenger or driver who is in or on the Insured Vehicle with Your permission. Anyone claiming under this Section of the Policy must have Your agreement to claim.
Insured Vehicle	The vehicle (below 7.5 tonnes total vehicle weight) specified in the motor insurance policy issued with this Policy. It also includes any caravan or trailer attached to this vehicle.
Insurer	ARAG Allgemeine Versicherungs Aktiengesellschaft.
Legal costs	All reasonable and necessary costs charged by the Representative on a party/party basis. Also, the costs incurred by opponents in civil cases if an Insured Person has to pay them or pays them with Our agreement.
Period of Insurance	The period for which We have agreed to cover You.
Representative	The lawyer, or other suitably qualified person, who has been appointed by Us to act for an Insured Person in accordance with the terms of this Section of the Policy.

Territorial Limit	For insured incident 1 Accident loss recovery and Personal Injury: the United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland, and Turkey. For insured incidents 2 Motor Legal Defence and 3 Motor Contract Disputes: the Republic of Ireland.
Uninsured Losses	Losses which an Insured Person has incurred as a result of a road traffic accident which was not their fault, and which are not covered under the motor insurance policy issued with this Policy.
We, Us, Our	ARAG Legal Protection Limited who is authorised under a coverholder agreement to administer this insurance on behalf of the Insurer, ARAG Allgemeine Versicherungs Aktiengesellschaft.
You, Your	The person who has taken out this Policy.

Welcome to ARAG Motor Legal Protection Plus

If You are involved in a motor accident, prosecuted for a motoring offence, have a motor contract dispute, need legal advice or need help with motoring emergencies, We are here to help You 24 hours a day, 365 days a year.

To make sure that You get the most from Your ARAG cover, please take time to read this Section of the Policy which explains the contract between You and the Insurer.

It will help You if You keep the following points in mind:

After a Motor Accident

If You are involved in an accident, remember to write down as many details as possible, including the names and addresses of anyone who may have seen the accident. Let Us have this information as soon as You can, either by giving it to Your insurance adviser or by sending it to Us at the address below.

If You are not sure what to do after an accident, call Our Legal Advice Service.

If Your Insured Vehicle Cannot Be Driven

If the Insured Vehicle cannot be driven after an accident, Our Drivers' Assistance Service can arrange for a garage to take it to a place You choose. You will have to pay the towing costs, so remember that most motor insurers only give cover for towing to a nearby garage. However, if the accident was not Your fault, We can usually recover the towing costs as part of Your claim for Uninsured Losses.

How We Help You

Once We have accepted Your claim, We aim to recover Your Uninsured Losses from the other person who caused the accident. Uninsured Losses could include the cost of repairing or replacing the Insured Vehicle, Your motor insurance policy excess, compensation following injury or other out-of-pocket expenses.

We normally recover Your Uninsured Losses by appointing a lawyer to handle Your claim. In most cases, We will choose the appointed lawyer for You. If an Insured Person has been injured or killed We will help to deal with their compensation claim through the Injuries Resolution Board (IRB).

If an Insured Person is prosecuted for a motoring offence, We will appoint a lawyer to represent them.

Send Your claim to:

**Claims Department, ARAG Legal Protection Limited,
1 Hatch Street Upper, Dublin 2, D02 PY28**

Email: claims@arag.ie

Telephone: 01 670 7470

If You Need Any Other Help from Us

You can phone Us at any time on **0818 670 747** for legal advice on any personal legal problem or for help with general motoring emergencies.

When We Cannot Help

We will not be able to help You if we think there is little chance of recovering Your Uninsured Losses. Please do not ask for help from a lawyer before We have agreed. If You do, We will not pay the costs involved.

How To Make a Complaint

We will always try to give You a quality service. If You think We have let You down, please write to Our Head of Legal & Compliance at **ARAG Legal Protection Limited, 1 Hatch Street Upper, Dublin 2, D02 PY28**. Or You can phone Us during standard office hours on **01 670 7470** or email Us at **customerrelations@arag.ie**.

Details of Our internal complaint handling procedures are available on request.

If You are still not satisfied You can contact the **Financial Services and Pensions Ombudsman (FSPO)** at **Lincoln House, Lincoln Place, Dublin 2, D02 VH29**. You can also contact them by emailing their Information Service at **info@fspo.ie** or calling them on **+353 1 567 7000**. Website **www.fspo.ie**

You can also contact the **Insurance Information Service** at **5 Harbourmaster Place, IFSC, Dublin 1, D01 E7E8** or by phoning **01 676 1820**. Website **www.insuranceireland.eu**

Using these services does not affect Your right to take legal action.

This is Your ARAG Motor Legal Protection Plus Policy

This policy only covers Insured Persons if You have paid Your premium. The Insurer agrees to provide the insurance in this Section of the Policy, keeping to the terms, conditions and exclusions as long as:

- the Date of Occurrence of the Insured Incident happens during the Period of Insurance and within the Territorial Limit; **and**
- any legal proceedings will be dealt with by a court or other body which We agree to in the Territorial Limit; **and**
- in civil claims it is always more likely than not an Insured Person will recover damages (or other legal remedy) or make a successful defence.

Insured Incidents

1. ACCIDENT LOSS RECOVERY AND PERSONAL INJURY

Legal Costs incurred to recover Uninsured Losses after an Event which:

- a) causes damage to the Insured Vehicle or to personal property in it; **or**
- b) injures or kills an Insured Person while he or she is in or on the Insured Vehicle; **or**
- c) injures or kills You while You are driving another motor car or motor cycle; **or**
- d) injures or kills You or any member of Your family (who always live with You) as a passenger in a motor vehicle, a cyclist or a pedestrian.

2. MOTOR LEGAL DEFENCE

Legal Costs incurred to defend an Insured Person's legal rights if they are prosecuted for an offence connected with the use or driving of and Insured Vehicle.

What is not covered under insured incident 2.

Parking offences.

3. MOTOR CONTRACT DISPUTES

Legal Costs incurred in respect of a dispute arising from an agreement which You have for buying, selling, hiring or insuring an Insured Vehicle or its spare parts or accessories or the service, repair or testing of an Insured Vehicle.

Provided that:

- (i) You must have entered into the agreement during the Period of Insurance, **and**
- (ii) the amount in dispute must be more than €150

What is not covered under insured incident 3.

Any claim relating to the settlement payable under an insurance policy (We will cover a dispute if Your insurer refuses Your claim, but not for a dispute over the amount of the claim).

What is Covered

1. If a Representative is appointed by Us, the Insurer will pay the Legal Costs for Insured Incidents under Your policy.
2. For Insured Incidents involving the death of or injury to an Insured Person the Insurer will pay the application fee required by the Injuries Resolution Board (IRB).
3. For all Insured Incidents We will help in appealing or defending an appeal provided that the Insured Person tells Us that he or she wants Us to appeal within the statutory time limits allowed. Before the Insurer pays any Legal Costs for appeals, We must agree that it is more likely than not that the appeal will succeed.
4. The most the Insurer will pay for all claims resulting from one or more Event arising at the same time or from the same originating cause, is €130,000.

What is Not Covered by This Policy

1. A claim where the Insured Person has failed to notify Us of the Insured Incident within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering damages (or getting any other legal remedy that We have agreed to) or of making a successful defence.
2. Any Legal Costs that are incurred before We agree to pay them.
3. The Insured Vehicle being used by anyone who does not have valid motor insurance.
4. Fines, damages or other penalties which an Insured Person is ordered to pay by a court or other authority.
5. Any claim relating to the settlement payable under an insurance policy.
6. Any disagreement with Us that is not in Condition 7.
7. The cost of obtaining a medical report when registering a claim with the Injuries Resolution Board (IRB).
8. Any legal action an Insured Person takes which We or the Representative have not agreed to or where the Insured Person does anything that hinders Us or the Representative.
9. Legal Costs arising from or relating to judicial review, coroner's inquest, fatal accident inquiry or injunctions.

Policy conditions

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

We may choose not to accept an Insured Person's choice, but only in exceptional circumstances.

If there is a disagreement over the choice of Representative in these circumstances, the Insured Person may choose another suitably qualified person.
 - c) In all circumstances except those in 2b) above, We are free to choose a Representative.
 - d) Any Representative will be appointed by Us to represent the Insured Person according to Our standard terms of appointment. The Representative must co-operate fully with Us at all times.
 - e) We will have direct contact with the Representative.
 - f) An Insured Person must co-operate fully with Us and the Representative and must keep Us up to date with the progress of the claim.
 - g) An Insured Person must give the Representative any instructions that We require.
3.
 - a) An Insured Person must tell Us if anyone offers to settle a claim.
 - b) If an Insured Person does not accept a reasonable offer to settle a claim, the Insurer may refuse to pay any further Legal Costs.
 - c) We may decide to pay the Insured Person the amount of damages that the Insured Person is claiming, or which is being claimed against them, instead of starting or continuing legal proceedings.

4. An Insured Person must
 - a) tell the Representative to have the Legal Costs taxed, assessed or audited, if We ask for this;
 - b) take every step to recover Legal Costs that the Insurer has to pay, and must pay the Insurer any Legal Costs that are recovered.
5. If the Representative refuses to continue acting for an Insured Person with good reason, or if an Insured Person dismisses the Representative without good reason, the cover We provide will end at once, unless We agree to appoint another Representative.
6. If an Insured Person settles a claim or withdraws it without Our agreement, or does not give suitable instructions to a Representative, the cover We provide will end at once and We will be entitled to reclaim from You Legal Costs the Insurer has paid.
7. Apart from Us, You are the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it.
8. If there is a disagreement between the Insured Person and Us about the handling of a claim and it is not resolved through Our internal complaints procedure the Insured Person can contact the Financial Services and Pensions Ombudsman (FSPO) for help. Details available from www.fspo.ie. Alternatively, there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by the Insured Person and Us. If there is a disagreement over the choice of arbitrator, We will ask the Chartered Institute of Arbitrators to decide.
9. We may require the Insured Person to get, at their own expense, an opinion from an expert, that We consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by Us and the cost agreed in writing between the Insured Person and Us. Subject to this, the Insurer will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the Insured Person will recover damages (or obtain any other legal remedy that We have agreed to) or make a successful defence.
10. We will, at Our discretion, void the policy (make it invalid) from the date of claim, or alleged claim, and/or the Insurer will not pay the claim if:
 - a) a claim the Insured Person has made to obtain benefit under this policy involves a fraudulent misrepresentation or where any conduct by the Insured Person (relative to the contract or the steps leading to its formation) involves fraud of any other kind, or
 - b) a false declaration or statement is made in support of a claim.Where the above circumstances apply, as part of Our fraud prevention measures We will, at Our discretion, also share information with other parties such as the Gardaí, government bodies and anti-fraud organisations.
11. The insurer will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.

12. This policy will be governed by Irish Law. All acts of the Oireachtais, bodies and rules within the policy wording shall include any amendment or replacement legislation.

Privacy Statement

This is a summary of how We collect, use, share and store personal information. To view Our full privacy statement, please see Our website www.arag.ie

Collecting Personal Information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. We will hold and process this information in accordance with all relevant data protection regulations and legislation. Should We ask for personal or sensitive information, We undertake that it shall only be used in accordance with Our privacy statement. We may also collect information for other parties such as suppliers We appoint to process the handling of a claim.

Using Personal or Sensitive Information

The reason We collect personal or sensitive information is to fulfil Our contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, We may need to share personal or sensitive information with other organisations. We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to Our full privacy statement for full details.

Keeping Personal Information

We shall not keep personal information for any longer than necessary.

Your Rights

You have a number of rights in relation to how We hold personal data including; the right to a copy of the personal data We hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when We will not be able to delete personal data, please refer to Our full privacy statement.

Section 7: Child Vehicle Seats & Equipment

Your Schedule will show whether You have this cover.

We will pay You up to €600 for child vehicle seats, booster seats, push chairs, prams, buggies or carrycots carried in Your Insured Vehicle if they are lost or damaged due to accident, fire, theft or attempted theft. You are not covered for:

Theft of push chairs, prams, buggies or carrycots if Your Insured Vehicle is left unattended unless these are locked in the boot.

If the loss or damage is as a result of theft no payment will be made if there are no signs of forced entry to Your Insured Vehicle.

We will not apply a Policy Excess but Your NCD may be affected if You Claim under this Section.

We will NOT pay:

- for loss of or damage as a result of accidental damage if You have Third Party Fire and Theft Cover only.

Section 8: Fire Brigade Charges

Your Schedule will show whether You have this cover.

We will pay for charges made by a fire authority under the Fire Services Act 1981 to:

- control or put out a fire in Your Insured Vehicle (in circumstances which have given rise to a valid claim under Your Policy), and;
- remove the driver or passengers from the Insured Vehicle using cutting equipment.

The most we will pay is €1,000.

We will not apply a Policy Excess and Your No Claims Discount will not be affected if You claim under this Section.

Section 9: Medical Expenses

Your Schedule will show whether You have this cover.

(This Benefit does not apply where the Insured is a Company or Firm). The Insurer will reimburse to the Insured the cost of medical treatment to the Insured or to any occupant of the Insured Vehicle in connection with any Bodily Injury caused by violent accidental external and visible means in direct connection with the Insured Vehicle.

The liability of the Insurer under this Benefit is limited to €150 in respect of any one person injured.

We will not apply a Policy Excess but Your NCD may be affected if You Claim under this Section.

Section 10: Personal Belongings

Your Schedule will show whether You have this cover.

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 the Insured Vehicle.

We will NOT pay:

- more than €300 in any one Period 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 phones, satellite navigation systems, televisions or DVD/Video recorders, portable electronic devices including but not limited to iPods, iPads, tablets, music players, media players, radios, audio or audio-visual equipment, 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 Insured Vehicle is unattended unless the Insured Vehicle is locked, and the item(s) claimed for were not in view;
- Personal belongings in an open top or convertible car unless in a locked boot or locked glove compartment.
- We will not pay for loss of or damage as a result of accidental damage if You have Third Party Fire and Theft Cover only.

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

We will not apply a Policy Excess but Your NCD may be affected if You Claim under this Section.

Section 11: Replacement of Locks

Your Schedule will show whether You have this cover.

We will pay up to €1,000 towards the cost of replacing and fitting door and boot locks, the ignition/steering lock and electronic locking mechanisms to the Insured Vehicle where the keys or lock transmitter of the Insured Vehicle are stolen from the Insured's home, or any other building, boat or caravan where the Insured is temporarily residing, provided that such stealing involves entry to or exit from such property using forcible and violent means.

Exceptions to this Benefit

1. The Insurer will not be liable in respect of any claim arising where the keys or lock transmitter have been stolen by deception or fraud or stolen by a member of the Insured's family.
2. The Insurer will not be liable in respect of any claim where the theft of the keys or lock transmitter has not been reported to the Gardaí immediately upon discovery and this prejudices the Insurer.

We will not apply a Policy Excess and Your No Claims Discount will not be affected if You claim under this Section.

Section 12: New Vehicle Replacement

Your Schedule will show whether You have this cover.

If, on insuring the vehicle, You have provided us with an estimated value of the vehicle, this cover will be provided once the list price of the new vehicle does not exceed Your estimated value as shown on the Schedule.

If the Insured Vehicle is, within twelve months from the date it was first registered as new by the Insured or their spouse and has not travelled more than 24,000 Kilometres:

- (a) damaged to any extent greater than 60% of the manufacturer's list price at the time of damage **or**
- (b) stolen and not recovered within 28 days

the Insurer will at the Insured's request and subject to the consent of any other party whose interest is noted on the Policy, replace the Insured Vehicle with a new vehicle of the same make and model, if available.

If a replacement of the same make, model and specification is not available, the most the Insurer will pay is:

- the Market Value of the Insured Vehicle and its fitted Accessories and spare parts at the time of the loss or damage, or
- the manufacturer's retail price of the Insured Vehicle when the Insured bought it less 10%; whichever is higher.

This cover is only available on comprehensive policies.



Optional Additional Covers

Section 13: Personal Accident Benefits

Your Schedule will show whether You have this cover.

Definitions within Section 13: Personal Accident Benefits

Words shown in the table below have the meaning given to them wherever they may appear in this Section only.

Accident	A sudden, unexpected, unusual, specific Event which occurs at an identifiable time and place during the Period of Insurance.
Death	Death resulting solely and independently of any other cause, from an identifiable physical injury caused by an Accident involving an Insured Vehicle occurring within 12 months of the date of the Accident.
Insured Person	The person named as the Policy Holder in the Schedule of Insurance, or any other named person whose details have been supplied to us (where an additional Premium has been paid and we have accepted instructions to cover that person).
Insured Vehicle	Any motor vehicle in which an Insured Person is travelling at the time of an Accident, provided You are covered to drive that vehicle under Section 5 of Your current Certificate of Insurance.
Period of Insurance	The Period of Your associated Policy which starts and ends at the same time as this Policy and does not exceed 12 months.
Premium	The money that You must pay for insurance cover under this Section. This Premium is paid at the start of Your Associated Policy as a single one-off payment.
We, Us, Our	The insurer for this Section named in Your Schedule.
You, Your	The person who has taken out the Associated Policy and who is named as the Policy Holder in Your Schedule.

What IS covered under this Section:

What we will pay

1. Injury benefits for You (not applicable if policy is in the name of an organisation or company)

We will pay You or Your legal representatives the benefit amounts shown below if You are killed or injured as a result of an accident while driving or getting into or out of:

- Your car; **or**

- Another car, provided You are covered to drive that car under Section 5 of Your current Certificate of Insurance
- 2. Injury benefits for other drivers (if You have selected this cover and paid the additional premium)**

We will pay the driver or their legal representatives the benefits shown below if a driver, covered under this policy is killed or injured while:

- Driving Your car; **or**
- Getting into or out of Your car

Benefits below if You have Comprehensive Cover and have selected this cover

A	Death benefit where death is a direct result of the accident.	€75,000
B	Total and irrecoverable loss of sight of an eye or Loss of a Limb	€25,000
C	Hospital benefit, if You are in hospital for more than two days as a result of a road-traffic accident (Cover for the costs of accommodation only during time in hospital as a result of a road-traffic accident; it does not include medical expenses incurred while hospitalised).	€250 per night up to a maximum of 10 nights

Benefits below if You have TPF&T Cover and have selected this cover

A	Death benefit where death is a direct result of the accident.	€30,000
B	Total and irrecoverable loss of sight of an eye or Loss of a Limb	€10,000
C	Hospital benefit, if You are in hospital for more than two days as a result of a road-traffic accident (Cover for the costs of accommodation only during time in hospital as a result of a road-traffic accident; it does not include medical expenses incurred while hospitalised).	€175 per night up to a maximum of 10 nights

What is NOT covered under this Section

1. Death that is not a direct result of the accident.
2. Death or Bodily Injury resulting directly or indirectly from suicide or attempted suicide.
3. Death or Bodily Injury occurring while You were not complying with the law in respect of seat belt use
4. A criminal act
5. Where You are convicted or have a prosecution pending of an offence involving alcohol or drugs when driving and was driving while unfit to do so due to alcohol or drugs, or was driving after drinking alcohol and, three hours after the accident, the amount of alcohol in the breath, blood or urine is above the legal limit for driving
6. Taking part in racing or speed testing

Conditions

We will only pay if:

1. We are told about the claim within 28 days of the injury happening. If You fail to notify us within this period and we are prejudiced by Your delay in notifying the claim, we will be entitled to refuse liability.
2. The injured person immediately gets medical advice from a qualified medical expert and begins treatment; and
3. Our medical advisers are allowed to examine You as often as is thought necessary.

Claims

Notice must be given to us as soon as reasonably possible, and in any Event within 28 days. In the Event of the Death of an Insured Person resulting from (or alleged to have resulted from) an Accident. The following documents must be produced before the benefit under this Policy can be paid:

- Death Certificate
- Garda Report
- Coroner's Reports.

If the Insured Person's representatives wish to make a claim under this Policy, they should contact BundleBee: +353 (1) 568 5408

Your Cancellation Rights

You may cancel this policy within fourteen (14) working days of receiving the Policy terms and conditions, provided, no claim has been made or incurred.

If this Policy is cancelled after the fourteen (14) working days cooling off period, the premium relating to this Section will not be refunded.

Complaints

If You wish to make a complaint about any part of this Section - Personal Accident Benefits, please refer to Section L of this policy booklet - Complaints Procedure

Section 14: Keycare

Your Schedule will show whether You have this cover.

To validate Your cover please attach Your Keycare keyfob to Your keys immediately.

The benefits of Your policy

- 1) Cover for lost and stolen keys, replacement locks and any call out charges up to the annual cover limit.*
- 2) Cover for locksmith charges if You lock Yourself out of Your home or vehicle up to the call out limit.*
- 3) Up to 3 days vehicle hire when Your Insured Vehicle is not usable as a result of lost or stolen keys.
- 4) Emergency helpline 24 hour, 365 days a year.
- 5) Access to a nationwide network of locksmiths.
- 6) No excess to pay.
- 7) No claims discount on main home or motor policy not affected.
- 8) Any of Your keys attached to the fob issued by Keycare are covered.
- 9) Keycare pay the finder of Your keys a €10 reward. You will not be asked to contribute.
- 10) No details of the key owner are given to the finder, guaranteeing confidentiality and security.

***Total annual cover limit is €1,500**

Looking after Your Keys

- Never have anything containing Your name and address attached to Your keys
- Never leave Your keys under doormats, on a string through the letterbox, under a stone, on top of a door or window frame etc. An opportunist thief may have been watching.
- Never leave doors or windows open when You go out. If You can get in so can a burglar.
- Always leave a spare set of keys with a trusted neighbour, friend or family members.
- Try not to keep all Your keys on one key ring, in case Your key ring is lost or stolen.
- Sophisticated security measures now fitted as standard to new vehicles mean criminals are trying new methods of vehicle crime. This means stealing the keys to Your Insured Vehicle first. Burglars have been known to break into houses and offices just to steal vehicle keys.
- Do not leave vehicle keys close to the front door where they can be seen.
- Never leave Your keys in Your Insured Vehicle, not even for a second. This is especially important when at a fuel station or when loading or unloading Your Insured Vehicle.
- Always lock Your Insured Vehicle when leaving it.
- Remember to attach Your keys to Your Keycare fob.

How to make a claim if Your keys are lost or stolen

Phone: (0)1 506 0365

When You discover that Your keys are missing: Call our 24 hour Emergency Helpline above.

Have Your fob number ready to help us retrieve Your policy details.

You will be asked to confirm the circumstances of the lost or stolen keys allowing us to agree the best course of action.

Terms & Conditions

Insurance

Insurance has been effected between You and the Insurer subject to the terms, conditions, claims procedure, limits and exclusions contained in this Policy, in respect of an Insured Event which occurs within the Territorial Limits during the Period of Insurance for which You have paid or agreed to pay the premium.

The Insurer

The Insurer is MAPFRE Asistencia Compania Internacional de Seguros Y Reaseguros S.A, trading as MAWDY, Ireland Assist, Ireland Assist House, 22-26 Prospect Hill, Galway, H91 TVF8. The Insurer is authorised by the Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda in Spain and is regulated by the Central Bank of Ireland for conduct business rules. Company Registration Number 903874.

The Administrator

The Administrator is Keycare Assistance Limited, a company registered in Republic of Ireland under company number 657005, whose registered office is at 77 Camden Street Lower, St Kevins, Dublin 2 (referred to in this Policy as “Keycare”). Keycare is authorised and regulated by the Central Bank of Ireland - Company Registration Number C434286.

Registrations – further details

You can check the registrations of the Insurer and Keycare by visiting the Central Bank of Ireland website www.centralbank.ie or by contacting the CBI on 01 2246000.

Complaints

If You have a complaint relating to this Policy, in the first instance please contact: Complaints, Keycare Assistance Limited, 77 Camden Street Lower, St. Kevins, Dublin 2. Tel: 01 506 0365. Email: complaints@keycare-assistance.ie.

If Your complaint relates to the Insurer, please contact Complaints Officer, MAWDY, 22-26 Prospect Hill, Galway H91 TVF8.

You have the right to refer Your complaint to the Financial Services and Pensions Ombudsman bureau if You are not satisfied with our final response, or if we have not issued our final response within 40 business days from You first raising the complaint. The Financial Services and Pensions Ombudsman bureau is an independent organisation and will review Your case.

Information and contact details are shown below.

Complaint regarding this Policy, the Administrator or the Insurer:

**The Financial Services and Pensions Ombudsman, Lincoln House,
Lincoln Place,
Dublin 2, D02VH29**
Tel: 01 567 7000
Email: info@fpso.ie
Website: www.fpso.ie

Contacting an Ombudsman at any stage of Your complaint will not affect Your legal rights.

Definitions

Within this section certain words have specific meanings and wherever they appear throughout this Policy they have been printed in bold to help You identify them.

Approved Locksmith:	A locksmith on the Keycare panel
Cover Limit:	The maximum amount payable in total in each Period of Insurance, as shown in Your Policy Schedule.
Duplicate Key:	A spare key for Your home or vehicle.
Fob:	The numbered identification tag issued to the Policyholder by Keycare, which Keycare has registered in the Policyholder's name and address.
Immediate Member:	Husband, wife, civil Partner, live-in Partner, child, adult child or adult step-child.
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 car key which belongs to the policyholder. Proof of ownership required. Any other keys which belong to the policyholder or are registered at the policyholder's address.
Insurer:	As defined in the section "The Insurer" above.
Keycare®:	As defined in the section "The Administrator" above.
Locksmith Charges:	Charges relating to work carried out by a locksmith.
New Locks:	New locks fitted or reconfiguration of the existing locks to enable a new key to replace an Insured Key.
Onward Transport Costs:	Transportation of Your Insured Vehicle to Your original destination, a garage/dealer or Your home and delivery back to Your home, up to a total maximum of €100.

Period of Insurance:	The period shown in Your Policy Schedule for which You have paid or agreed to pay the premium.
Policy:	The terms and conditions of this Policy of insurance.
Policyholder:	The person in whose name, or the company name in which, Keycare has registered the Fob.
Policy Schedule:	The document headed Policy Schedule giving details of the Policyholder, Fob number, Cover Limit, Call-out Limit and Period of Insurance.
Replacement Key:	A key to replace an Insured Key and includes any reprogramming of infrared handsets, immobilisers and alarms necessitated by such replacement of the Insured Key.
Security Risk:	The risk resulting from the accidental loss of an Insured Key where it is possible for someone who found the key to trace it to Your Insured Vehicle or premises.
Statement of Facts:	The statement produced by Keycare following authorisation of a claim.
Territorial Limits:	Worldwide.
Vehicle Hire Charges:	The standard charges (excluding any optional extras) up to a maximum of €50 a day to hire a vehicle for a period of up to three days.
Waiting Period:	A period of 48 hours commencing when the loss of the Insured Key is first reported to Keycare
Wear and Tear:	The gradual loss of an Insured Key's ability to function exactly as it was designed to do by the manufacturer due solely to the passage of time and repeated usage.
You/Your:	The Policyholder, any Immediate Member of the Policyholder's family permanently living with the Policyholder at the same address as the Policyholder during the Period of Insurance and any named driver on the Policyholder's car insurance. Where the Policyholder is a company this includes employees of the company, employed by the company during the Period of Insurance, who are authorised to use the relevant Car or property.

What is Covered

1. If during the Period of Insurance and within the Territorial Limits:
 - a) An Insured Key is locked in Your home, the Insurer will up to the Cover Limit cover You in respect of Locksmith Charges incurred in gaining entry to Your house.
 - b) An Insured Key is locked in Your Insured Vehicle and a Duplicate Key exists, the Insurer will up to the Cover Limit cover You in respect of Onward Transport Costs or Locksmith Charges incurred in gaining entry to Your Insured Vehicle.
 - c) An Insured Key is locked in Your Insured Vehicle and no Duplicate Key exists, the Insurer will up to the Cover Limit cover You in respect of Locksmith Charges incurred in gaining entry to Your Insured Vehicle.
 - d) An Insured Key is lost by You and a Duplicate Key exists, if after the Waiting Period has expired the Insured Key has not been found, the Insurer will up to the Cover Limit cover You in respect of the cost of a Replacement Key.
 - e) An Insured Key is lost by You and no Duplicate Key exists, if after the Waiting Period has expired the Insured Key has not been found, the Insurer will up to the Cover Limit cover You in respect of the cost of either a Replacement Key, Locksmith Charges or New Locks (but only if no Duplicate Key can be sourced by an Approved Locksmith) and Vehicle Hire Charges (where applicable).
 - f) 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.
2. Pay a €10 reward to the finder of Your lost Insured Key.
3. Provide You with the services of an emergency helpline 24 hours a day, 365 days a year.

What is Not Covered

The Insurer will not cover You in respect of:

- a) Keys lost or stolen when such keys are not attached to the Fob (unless You have already notified Keycare that the Fob has been lost or damaged and You are awaiting a replacement, in which event Keycare will provide cover in respect of any key which they are satisfied would otherwise have been attached to the Fob).
- b) Any amount which, or total amounts to the extent that they, exceed the Cover Limit in any Period of Insurance.
- c) Any Insured Event not reported to Keycare within 45 days.
- d) Sums claimed where You do not submit valid receipts or invoices to Keycare, for payments You have made, within 120 days of the Insured Event.
- e) Any expenditure incurred without prior authorisation from Keycare.
- f) 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.

- g) Insured Keys lost by or stolen from someone other than You.
- h) Any Insured Key which is not deemed lost because it is in the possession of an Immediate Member of the Policyholder's family.
- i) The cost of replacing lock barrels, steering columns or faulty electronic control units or costs arising from Wear and Tear and/or general maintenance of locks and keys.
- j) Replacement locks or keys of a higher standard or specification than those replaced.
- k) Charges or costs incurred where Keycare arranges for the attendance of a locksmith or other tradesman, agent or representative at a particular location and You fail to attend.
- l) Charges or costs incurred where You make alternative arrangements with a third party once Keycare has arranged for a locksmith or other tradesman, agent or representative to attend a particular location.
- m) 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.
- n) Any loss of earnings or profits which You suffer as a result of the loss or theft of an Insured Key.
- o) Claims arising from any reckless, deliberate or criminal act or omission by You.
- p) An Insured Event which occurs outside the Period of Insurance.
- q) Replacement Keys exceeding the number of keys lost or exceeding the number of keys supplied with a standard lock replacement.
- r) Any loss of an Insured Key which occurs during a riot or a civil commotion.
- s) Any costs incurred by the Policyholder in making a claim under the Policy.

CLAIMS PROCEDURE AND CONDITIONS

Theft

If an Insured Key has been stolen, it must be reported to the Gardai and a crime reference number provided to Keycare.

Making a Claim

You must report any claim to Keycare as soon as possible and within 45 days of the Insured Event.

To make a claim call (0)1 506 0365 and quote the Fob number. When the claim has been authorised Keycare will send You two copies of the Proposal Form and/or Statement of Fact based on the information You have supplied. This is the information Keycare will use to handle Your claim, so it is Your responsibility to ensure it is correct. You must submit valid invoices/receipts (in respect of expenditure authorised by Keycare), together with one copy of the Proposal Form and/or Statement of Fact and any necessary supporting documents, to Keycare within 120 days of the Insured Event.

Supporting Documents

When You make a claim in respect of vehicle keys, You must, if requested provide a valid vehicle licencing certificate, or, a contract or lease agreement containing the registration number of the vehicle. When You make a claim in respect of other keys, Keycare may, at its discretion, ask for supporting documents (such as evidence of address in the case of house keys).

Maximum Number of Claims

Within the Period of Insurance, You may make more than one claim, however the total sum payable in each Period of Insurance cannot exceed the Cover Limit

Fraud

If You make a fraudulent claim under this Policy (including exaggeration of the claim or submitting falsified or forged documents), the Insurer is not liable to pay the claim and may recover any sums it has paid to You in respect of that claim.

If Your claim is handled on a 'Pay and Claim' basis or if You use a locksmith or dealer of Your choice You will have to pay the costs upfront and Keycare will reimburse You on receipt of valid receipts/invoices.

Keycare cannot guarantee to replace Your keys on the same day that You report the claim as keys may need to be ordered and may not be carried by locksmiths or dealers as standard. If as a result of losing an Insured Key You feel that a Security Risk exists You should replace the locks within the Waiting Period; however all costs must be paid for by You. If after the Waiting Period the Insured Key is not found the Insurer will reimburse You for any costs incurred, up to the Cover Limit detailed in Your Policy Schedule. If You have not replaced the locks within the Waiting Period and a Duplicate Key exists, the Insurer will only reimburse You for a Replacement Key if the Insured Key is not found.

Where an Insured Key has been lost and there is no Security Risk the Insurer will not pay for any costs until the Waiting Period has elapsed. If after the Waiting Period the Insured Key is not found and no Duplicate Key exists, the Insurer will reimburse You for a Replacement Key, Locksmith Charges or New Locks. If a Duplicate Key exists the Insurer will only reimburse You for a Replacement Key.

If during the Waiting Period the Insured Key is found the Insurer will not pay any of Your costs; however Keycare will pay a €10 reward to the finder of Your lost Insured Key. The Onward Transport Costs benefit can also be used, at the discretion of Keycare, to cover the cost of public transport to get You to Your home or original destination or to retrieve a Duplicate Key.

OTHER CONDITIONS

Cancellation by the Policyholder

The Policyholder may cancel this Policy at any time. If the Policyholder cancels within fourteen (14) working days from the date of issue, then any premium already paid will be returned (providing that no claims have been made on the Policy). However, if a claim has been made then we reserve the right to retain the premium, subject at all times to applicable law. If the Policyholder cancels outside this period, there is no entitlement to a refund of premium.

If You cancel the Policy You must remove the Fob from the Insured Keys as You no longer have any cover. If You fail to remove the Fob from Your keys and they are subsequently found Keycare are not liable to pay a reward or recover Your keys.

Cancellation by the Insurer

Where there is a valid reason for doing so the Insurer and/ or Keycare may cancel the insurance in writing sent to the last known address of the Policyholder. Valid reasons for cancellation may include but are not limited to:

- Where You have given incorrect information and fail to provide clarification when requested;
- Where You breach any of the terms and conditions which apply to Your Policy;
- Where we reasonably suspect fraud*; **or**
- Use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers, by You or any person acting on Your behalf

*If You make a fraudulent claim, the Insurer may treat the insurance as having been terminated with effect from the time of the fraudulent act. If the Insurer treats the insurance as terminated, it may refuse all liability in respect of an Insured Event occurring after the fraudulent act and not return any premium paid.

Applicable Law

You and the Insurer are free to choose the law applicable to this contract, either under European law or the law of the Republic of Ireland. In the absence of an agreement made before this contract starts, the law of the Republic of Ireland will apply to this Policy.

Assignment

This Policy may not be assigned in whole or in part without consent of the Insurer.

How we handle Your data

For information on how Keycare handle Your data please refer to the separate Privacy Policy issued with Your Policy documents. The latest version of our Privacy Policy is also available to view and download on our website - <http://key.care/privacymap>

Section 15: No Claim Discount

A No Claims Discount is a premium discount granted because You have had consecutive years of incident-free motor insurance in Your own name on this Car Policy or another policy that this one replaces. Provided there are no claims that could affect it, Your No Claims Discount will increase each year, up to the Maximum discount We allow.

If You make a claim, Your No Claims Discount will be reduced to nil at the next renewal unless You have a Car Policy with one of Our No Claim Discount Protection options (Your Schedule will show if You have one of these).

Any payment We make for fire, theft or attempted theft, Section 4: Windscreen and Glass Breakage, Section 5: Breakdown Assistance, Section 6: Motor Legal Protection, Section 13: Personal Accident or Section 14: Keycare, will not affect Your no claims discount.

You earn the No Claim Discount on each car separately if You insure more than one Private Car with us.

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

Fully Protected No Claims Discount

Your Schedule will show whether You have this cover

If You have this cover, and if there are up to 2 claims in a consecutive 3-year period, the accumulated years that are allowed for in calculating Your No Claims Discount will not change.

If there is a third claim in a consecutive 3-year period, the accumulated years that are allowed for in calculating Your No Claims Discount will be reduced to nil.

Your no-claims discount is only protected on the policy on which this optional cover is purchased. This cover does not protect Your premium from increasing in the event of a claim(s).

Note: No Claims Discount protection protects the number of years in respect of which a discount is allowed, and the percentage value of the discount only. We reserve the right to increase the rates and if necessary, apply claims or other adverse premium loads at renewal.

Step Back No Claims Discount

Your Schedule will show whether You have this cover

If You have this cover and a claim arises during any Period of Insurance, Your entitlement to a No Claims Discount will be reduced as shown in the table below.

No Claims Discount years at the time of a claim	Step Back No Claims Discount years allowed at the next Renewal
5 years or more	3 years
4 years	2 years
3 years	1 year
2 or less years	0 years

Your no-claim discount is only protected on the policy on which this optional cover is purchased. This cover may not protect Your premium from increasing in the event of a claim(s).

If You have a Third Party Fire and Theft Policy, You must pay an extra premium for this cover. While the number of No Claim Discount years allowed will be reduced, Your premium may increase following such claims.

Other claims-free driving discounts

We may have allowed You a different discount because You have driving experience gained under a different policy. Such discounts will be removed entirely at the next renewal of Your Private Car Policy if You have a claim during the Period of Insurance.

Our uninsured driver promise

If You make a claim for damage to Your Private Car that is the result of an accident that is not Your fault, and the driver of the other vehicle involved is not insured, You will not lose Your No Claims Discount. The costs may be recoverable from the Motor Insurers' Bureau of Ireland (MIBI).

The driver of the uninsured Vehicle must be identified, and You must provide Us with their name and the registration number, make and model of the vehicle that hit You, where possible. You must also assist Us in establishing who is responsible by providing the names, addresses, and any other details of any witnesses to the incident, where possible.

Revised Renewal – Late Notification of a 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.



Using Your Insured Vehicle Abroad

Compulsory Insurance in the European Union and other countries

Provided Your Car is registered in Ireland, this Private Car Policy provides the minimum insurance cover required by law in any country that is a member of the Green Card system. These are countries that are either:

- a member of the European Union (EU), or
- party to an agreement with the EU, to comply with Article 7(2) of the EC Directive on insurance of civil liabilities arising from the use of motor vehicles (number 72/166/EEC).

There is a list of member countries of the Green Card system at the website of the COB (www.cobx.org). The list changes from time to time. Neither BundleBee nor the Underwriters providing cover under this Private Car Policy have any control over the content of this website. If the minimum insurance cover required by law in another country is lower than the minimum cover required in Ireland, the minimum cover required in Ireland applies.

Please take Your Certificate of Motor Insurance with You as evidence that Your Policy meets the minimum European Union requirements.

1) Full Policy Cover – European Travel

The full cover provided by this Policy also applies whilst the Insured Vehicle is being used in the below territories unless stated otherwise.

Please refer to Section 3, Sub-Section B - Driving of other Cars, Section 4: Windscreen and Glass Breakage, Section 5: Breakdown Assistance and Section 14: Keycare for their territorial limits to confirm if cover will apply whilst using the Insured Vehicle in the following territories.

- i. in any other member country of the European Union **and**
- ii. in any other country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the European Union Directive on Insurance of Civil Liabilities arising from the use of Motor Vehicles (No. 72/166/CEE)

Provided that the period of foreign travel does not exceed 30 days from the date of leaving the Republic of Ireland.

For foreign travel in excess of 30 days from the date of leaving the Republic of Ireland the cover provided is limited to the minimum requirements of the relevant law of that country.

- 2)** In the event of the Insurer having to pay any amount which the Insurer would not have been liable to pay, but for the provisions of such law, the Insured must repay all such amounts to the Insurer.

Customs Duty

Provided that liability arises directly from loss or damage covered by this Policy, the Insurer will indemnify the Insured against liability for the enforced payment of customs duty in any country to which the Policy applies. The liability of the Insurer shall not exceed the Market Value of the Insured Vehicle prevailing in the Republic of Ireland on the date of the enforcement.

3) Bail Bonds

If, as a direct result of an accident in Spain which is or may become the subject of indemnity under this Policy:

- a. the person driving the Insured Vehicle with the Insured's authority at the time of the accident is detained or
- b. the Insured Vehicle is impounded by the competent authorities and a guarantee or monetary deposit is required for their release the Insurer will provide such guarantee or deposit not exceeding €1,275 in all.

Immediately once the guarantee is released, or the deposit becomes recoverable the Insured or the person driving must comply with all necessary formalities and give the Insurer any information and assistance that may be required to obtain the cancellation of the guarantee or the return of the deposit. If the guarantee or deposit is wholly or in part forfeited or taken for the payment of fines or costs in or as a result of any penal proceedings against the Insured or the person driving, the Insured must repay such amounts to the Insurer on demand.

4) Transit

The cover provided by this Policy also applies while the Insured Vehicle is in transit by:

- i) road, rail, inland waterway, lift or elevator
- ii) sea (and during the process of loading and unloading incidental thereto) between any ports in countries to which the Policy applies.



Data Protection Notice

This Notice is not a standalone document. It contains a brief description of the information You need to understand how Your personal data is used by BundleBee and Arch Insurance (EU) DAC and should be reviewed in conjunction with BundleBee's Privacy Policy which is available online at www.bundlebee.ie and Arch Insurance (EU) DAC's Privacy and Data Protection Policy which is available at <https://www.archgroup.com/privacy-policy/>.

If You have any questions about Your personal data, You can contact BundleBee or Arch Insurance (EU) DAC using the details below.

BundleBee

Email: info@bundlebee.ie

**Data Protection Officer,
BundleBee,
Unit 11 Westpoint Business Park,
Whitemill Industrial Estate,
Wexford,
Co Wexford.
Y35 F8CY**

Arch Insurance (EU) DAC

Tel: 001-914-872-3600

Email: ArchDPO@archcapservices.com

**Data Protection Officer,
Level 2,
Block 3,
The Oval,
160 Shelbourne Road, Ballsbridge,
Dublin 4**

About this Section

Everyone has rights with regard to the way in which their personal data is handled. During the course of our business activities, we will collect, store and process personal data about You.

The purpose of this section is to give You some information about the collection and processing of Your personal data. Further information can be obtained in our Privacy Notice which is available from our website www.bundlebee.ie.

Data We Collect

- **Individual details** - Name, address (including proof of address), other contact details (e.g. email and telephone numbers), gender, marital status, date and place of birth, nationality, employer, job title and employment history, and family details, including their relationship to You.
- **Identification details** - Identification numbers issued by government bodies or agencies, including Your passport number, Your driving licence number, Your driver's number and tax identification number.
- **Anti-fraud details** - Data such as sanctions and criminal information from various anti-fraud and claims databases related to You or any other person to be covered by this policy.

Special Categories of Personal Data

- Certain categories of personal data which have additional protection under EU data protection law.
- **Claims Information** - Information about previous or current claims (including other unrelated insurances (which may include data relating to Your health (e.g. injuries and pre-existing conditions), relevant criminal convictions or other special categories of personal data mentioned above.
- **Policy Information** - Information about the quotes You receive and policies You take out

Where We May Collect Your Personal Data From

We may collect Your personal data from various sources, including.

- You
- Companies we have agencies with
- When You sought a quote from us
- If You have or had any other contracts of insurance that is not under our agencies
- In this instance, we will need a letter of authorisation from You to allow us contact other companies on Your behalf
- When You visit our website and input data to receive a quote from us.

Which of the above sources apply will depend on Your particular circumstances and the product or service You are interested in, or Your enquiry relates to.

Legal Bases for Processing Your Information

We will only use Your Personal Data for lawful reasons. These are: -

- a) The use is necessary for the performance of a contract to which You are a party or in order to take steps at Your request prior to entering a contract (such as providing a recommendation).
- b) The use is necessary to comply with our legal obligations.

- c) You have consented to us using Your information in such a way.
- d) The use is necessary for the purpose of our legitimate interests.
- e) The use is necessary for the performance of a task carried out in the public interest, such as assisting a regulatory authority's investigation of a criminal offence.

The Purpose of Processing Your Information

- To give You information about, and provide You with insurance product quotations.
- Disclose data to policyholder, beneficiary, trustee, assignee, successors, or to other parties.
- To comply with legal and regulatory requirements including Anti-Money Laundering and
- Sanctions compliance.
- To understand how people, interact with our websites (if applicable).
- To carry out and determine the effectiveness of advertising, and of marketing campaigns.

Who we share Your Information with

In order to provide our services and to comply with legal obligations imposed on us, we may share Your information with:-

- Relatives and guardians, (in certain circumstances and within the law)
- Legal, financial, medical, & other professional advisors in the process of submitting
- Your application.
- Companies we may outsource our printing and posting to.
- Businesses that refer Your business to us.
- Any business which we are required by law to share the information with, ie compliance resource companies.
- Database provider all data encrypted
- Insurance companies we have agencies with
- An Garda Síochána.(Anti Money Laundering)
- Central Bank of Ireland. We are authorised by Central Bank and they have the right to inspect our files.
- The Financial Services Ombudsman. In the event of a complaint.
- Data Protection Commissioner

How long do we keep Your Information?

When providing products to You it may be necessary to retain Your information for an extended period of time. We keep Your information for as long as required by law for the purpose that You gave it to us for. As a general rule for legal and best practice reasons we are required to keep Your information for 6 years after the date on which our relationship with You ends.

Your Rights to Access, Transport, Correct, Delete and Restrict the Use of Your Personal Data

You have the right to access a copy of Your Personal Data which we hold on You. In the case of Personal Data You provided to us to process on the basis of Your consent or for automated processing, You have the right to have it provided in a commonly used electronic format to You or to another Data Controller (subject to applicable Data Protection Law). If You would like a copy of Your Personal Data, please contact us. Your request will be dealt with as quickly as possible and in any event within a month for us to respond.

If at that stage we are unable to provide the data You require (due to the complexity or number of requests) we may extend the period to provide the data by a further two months but shall explain the reason why. There is no charge for the request for Your data, but it must be in writing, fax, email or text message.

Correcting Your Personal Data

You have the right to have Your Personal Data corrected if You feel we have incorrect data held on You.

Deleting Your Personal Data

Subject to any overriding legal obligation requiring us to retain it, You have the right to have Your Personal Data deleted, however erasing Your information may make it difficult or impossible for us to give You information on, provide You with, or administer our financial products. If You want Your information deleted, please contact us.

Restricting our use of Your Personal Data

You have the right to restrict our use of Your Personal Data in certain circumstances. If You wish to exercise Your rights in this regard, please contact us.

Automated/Profiling Decision Making

Where we use automated decision-making, You will always be informed & You will be entitled to have a person review the decision so that You can contest it and put Your point of view and circumstances forward. E.g. When we produce quotes for the business You are contacting us about. When we want to market to You, we may run a program which allows us to identify certain criteria of clients (all those with that fit within a certain criterion for example).

Your Right to Object and Withdraw Your Consent to Data Processing

Where our lawful basis for processing Your Personal Data is based on our legitimate interests, You have the right to object. You also have the right to withdraw Your consent to any processing at any time.

However, if we cannot process Your data, it may make it difficult, impossible or unlawful for us to give You information on, provide You with, advice on financial products. If You want to object or withdraw Your Consent to processing, please contact us.

Your Right to Make a Complaint

If You are dissatisfied about the way, we handle Your Personal Data please contact us. We will do our best to address Your concerns swiftly and resolve any issues You have. You have the right to complain to the

**Office of The Data Protection Commission,
Canal House,
Station Road,
Portarlinton,
Co. Laois,
R32 AP23.**

www.dataprotection.ie

Telephone: +353 (0)1 765 01 00

Fax: +353 57 868 4757

E-Mail: info@dataprotection.ie

Important Information about This Data Protection Notice

Each Insurer and Intermediary providing this Data Protection Notice to You is a separate legal entity and separate data controller in respect of Your data.



Complaints

When things go wrong, You may wish to raise a complaint with Us. A complaint can be raised by You orally or in writing. For complaints relating to Breakdown Assistance, Keycare or Motor Legal Protection, please refer to the individual Sections in this booklet. For any other complaint, Our complaints Policy is set out below.

Complaints Procedure – Our Objectives

- To address reported customer dissatisfaction quickly, courteously, and effectively.
- To ensure a fair and equitable resolution to any complaint.
- To retain customer confidence and respect.
- Where appropriate, to update our procedures to avoid any reoccurrence of the problem.
- To achieve a situation where our customers feel that we have properly addressed their complaint.
- To do our utmost to resolve any complaint as efficiently and effectively as possible.
- Our complaints handling procedure (below) outlines what we do in the event of a complaint.

Complaints Procedures

- BundleBee will establish and maintain a complaints file for each formal complaint together with a full record and all details relevant to the investigation of the complaint. All complaint records will be kept for 6 years.
- When a complaint is received, BundleBee will record the details and issue an acknowledgement letter within 5 working days. The letter will contain a copy of our complaints procedures. The complainant will be given the name of one or more people who will be their point of contact regarding the complaint until the complaint is resolved or cannot be progressed any further.
- Provide You with updates in writing or on another durable medium on the progress of the investigation into Your complaint at least every 20 working days starting from the date on which the complaint was made; and
- attempt to investigate and resolve Your complaint within 40 working days of receiving it. If Your complaint has not been resolved after 40 working days, We will inform You of the anticipated timeframe within which We hope to resolve the complaint. Alternatively, You can contact the Financial Services and Pensions Ombudsman (FSPO) (contact details below). We will, within 5 working days, of the completion of the investigation, advise You on paper or another durable medium of:
 - o the outcome of the investigation into Your complaint;

- o where applicable, the terms of any offer, settlement or compensation being made;
- o that You can refer the matter to the FSPO; **and**
- o the contact details of such FSPO, as provided below. Any telephone calls made in connection with this Policy may be monitored or recorded for training and quality control purposes.

The address to send Your Complaint to is:

**BundleBee,
Unit 11, Westpoint Business Park,
Whitemill Industrial Estate,
Wexford, Y35 F8CY**

E-mail: info@bundlebee.ie

If You are dissatisfied with the final response from BundleBee, or we have not resolved your complaint within forty (40) working days of receiving it, You may refer Your complaint to the:

**Financial Services and Pensions Ombudsman
Lincoln House,
Lincoln Place,
Dublin 2
D02 VH29**

Telephone: +353 (0)1 567 7000

Email: info@fspoi.ie

Website: www.fspoi.ie

BundleBee

www.bundlebee.ie