

## **Policy booklet**





Please read this document together with your policy certificate and schedule, paying particular attention to the General Conditions and Exclusions. If you have any queries, please let An Post Insurance know.



This An Post Insurance Car Insurance is arranged by An Post Insurance, and underwritten by FBD Insurance plc.

#### **FBD Insurance plc**

FBD Insurance plc is regulated by the Central Bank of Ireland. Registered in Ireland. Registration number 25475. Registered office FBD House, Bluebell, Dublin 12, D12 YOHE. A list of names and personal details of every director of the company is available for inspection to the public at the company's registered office.

#### **An Post Insurance**

One Direct (Ireland) Limited, trading as An Post Insurance, is regulated by the Central Bank of Ireland. One Direct (Ireland) Limited is a wholly owned subsidiary of An Post. Registered in Ireland, Number 452399. Registered Office: GPO, O'Connell Street, Dublin 1, D01 F5P2.

## Helpful notes and contact details

Throughout this document we refer to FBD Insurance plc as 'we' 'us' 'our' and 'the Company'.

### Important

**You** should let **us** know as soon as possible, about any **event** which could lead to a **claim** and before making any repairs. **Our** claims service will make the process as easy as possible for you.

**Your** obligations in the **event** of a **claim** or prosecution are set out as part of condition 3 under the general conditions of the **policy**. Please ensure **you** understand these conditions and if **you** are in any doubt, please contact **An Post Insurance**.

### Customer service

**You** can call **An Post Insurance** on 0818 33 33 33. **You** can also find information by visiting the **An Post Insurance** website [www.anpostinsurance.ie](http://www.anpostinsurance.ie).

### Windscreen claims

If **your** windscreen is damaged please call 0818 825 250 for details of **your** approved local repairer. Wider cover applies when **you** use **our** approved suppliers.

### Claims

To speak to **us** about a **claim you** can contact **us** 24 hours a day on 0818 825 250.

### Car breakdown assistance

To request this service, **you** should call 091 560 610. If calling from Northern Ireland, England, Scotland or Wales, call 00 353 91 560 610 (international call rates will apply).

### What to do if you have an accident

**You** will need to notify **us** as soon as possible by calling 0818 825 250. This is available 24 hours a day.

**You** must also let An Garda Síochána know as soon as possible or at the latest within 24 hours of:

- an **event** which injures a person or animal,
- if **your** car is stolen, or
- if it is damaged maliciously or as a result of attempted theft.

**You** should not admit responsibility for an **accident**. **You** should take the registration number of all vehicles involved and the insurer's name and **policy** number (this should be on the insurance disc on the vehicle's windscreen).

**You** should also take the names and addresses of the other people involved and give them **your** details. **You** should take the name, address and contact numbers for any witness to the **accident**.

**We** recommend **you** keep a record of all injuries and any damage and draw a map of the location of the **accident**.

**You** must also as soon as possible:

- send **us** all correspondence **you** receive regarding the **accident** without answering it, and
- advise **us** in writing of any prosecution once **you** become aware of it.

# An Post Insurance Car Insurance Policy

## Policy Contents

### Your insurance contract

This Policy Booklet	2
Duty of disclosure	2
Definitions	4
Your policy cover	6
Territorial limits	7
No claim discount	7
General exclusions of the policy	8
General conditions of the policy	11

### Cover sections

Section 1 - Third party insurance cover	14
Section 2 - Loss or damage to the insured car	16
Section 3 - Car breakdown assistance	20
Section 4 - Additional benefits	22
Courtesy car	22
Medical expenses	22
Driver accident protection	22
Protected no claim discount	23
Step-back no claim discount	23
Comprehensive driving of other cars	24
Endorsements	25
Changes to this Policy Booklet	29

# Your Insurance Contract

Throughout this document we refer to FBD Insurance plc as 'we' 'us' 'our' and 'the Company'.

## This Policy Book

At FBD Insurance, **we're** always striving to improve **our** products and give **you** the highest standards of protection. **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.

In addition, a summary of any changes **you** need to be aware of will be provided under the "Changes to this policy booklet" heading at the end of the document.

Always read **your** policy booklet for full terms and conditions.

## Introduction

The information provided in **your** completed **proposal form** and declaration or **statement of fact** and declaration will form the basis of **your** insurance contract with **us**.

This **policy** document, **your schedule**, relevant **endorsements** and **your certificate** outline the cover **we** are providing to **you**. **You** should read these documents as one and keep them in a safe place. If they do not meet **your** requirements in any way or you have any queries, please contact **An Post Insurance**.

The insurance provided is subject to **you** having paid or having agreed to pay **your** premium and will apply to **events**

occurring within the specified territorial limits during the **period of insurance**, or any subsequent period for which payment to renew the **policy** is accepted.

The cover provided is subject to the terms, exclusions and conditions outlined within the **schedule, policy** document and relevant **endorsements**.

## Duty of disclosure

**You** must ensure that all information **you** give **us** is true, accurate and complete. The questions and responses recorded in **your**:

- **proposal form** or **statement of fact**,
- renewal applications, and
- any further communications with **us**,

will 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**.

## Failure to meet this duty

If **you** do not meet this duty carefully and honestly at all times, **you** may be faced with:

- a sudden change in cover, premium or terms,
- an invalid or cancelled **policy**,
- no **claim** payment or reduced **claim** payment,
- difficulty buying insurance again,
- breaking the terms of any relevant loan.

Further details about **your** duty of disclosure are outlined under Condition 1 in the General conditions of this **policy**. Please ensure **you** understand this condition and if **you** have any questions, contact **us**.

## Complaints procedure

**An Post Insurance** aims to give excellent service to all customers, however it's recognised that things may occasionally go wrong. **An Post Insurance** will do its best to deal with any complaint **you** have as effectively and quickly as possible. Please contact the:

Customer Service Manager,  
An Post Insurance, P.O. Box 1,  
Athlone, Co. Westmeath.  
Phone: 0818 33 33 33.

If **your** complaint is not resolved by **An Post Insurance** and relates to the Car Insurance product or Claims and Underwriting service provided by FBD Insurance plc, **you** should contact **us** on 01 7617 617.

Finally, if **you** are not satisfied with the response **you** receive, **you** may then refer to the:

Financial Services and Pensions  
Ombudsman (FSPO) Lincoln House, Lincoln  
Place, Dublin 2, D02VH29.

Phone: 01 567 7000  
Email: info@fspoi.ie  
Website: www.fspoi.ie

## Governing law

The laws of Ireland will apply to **your policy**.

## Finance Act 1990

The appropriate stamp duty has been or will be paid to the Revenue Commissioners in line with Section 113 of the Finance Act 1990.

## Insurance Act 1936

All money which is paid or may be paid by **us** to **you** under this **policy** will be paid in the Republic of Ireland.

Signed for and on behalf of FBD Insurance plc



**Kate Tobin**

Chief Underwriting Officer

## Definitions

Any word or expression defined below has the same meaning wherever it appears.

### Accident

An **event** which may give rise to a **claim** under this **policy**.

### Certificate

The document **we** issue to **you** that proves **you** have taken out the motor insurance needed by law. It will outline who is insured to drive **your** car, the purposes for which the car is insured to be used and whether **you** have third party insurance cover to drive another car.

### Claim

A **claim** or series of **claims** arising out of any one cause.

### Data protection statement

The FBD Insurance plc data protection information which is issued to **you** as part of **your policy** and outlines how **we** will use **your** information in line with **our** 'Full Data Protection Statement' at [www.fbd.ie/dataprotection](http://www.fbd.ie/dataprotection).

### Endorsement

Changes in the terms of **your policy** which are noted on the **schedule**. The wordings of individual **endorsements** are outlined in this **policy** document or on **your schedule**.

### Event

An **event** which may give rise to a **claim** under this **policy**.

### Excess

The first part of a **claim** which **you** have to pay.

### Insured car

The car noted in the **schedule** (including its accessories as provided for in the manufacturer's specifications and spare parts while on the car), or any vehicle to which cover is transferred with **our**

consent during the **period of insurance**. Any references to insured vehicle, vehicle or private motor vehicle in the **schedule** or **certificate** of insurance shall be read as the **insured car**.

### Insured driver

Any person noted in the **schedule**, **endorsements** and **certificate** as being insured and entitled to drive under the **policy**.

### Insured person

Any person provided with cover under this **policy**.

### Loss of a limb

Losing a limb or permanent loss of use of the limb at or above the wrist or ankle.

### Insured use

The purposes for which the **insured car** is insured to be used as outlined under the heading Limitations as to use in the **schedule** and on the **certificate**.

### Market value

The reasonable cost of replacing the **insured car** with one of the same make, model, specification, age and similar mileage / odometer reading, as determined by a motor assessor appointed at **our** expense. Modifications not forming part of the standard vehicle specification are excluded unless they are factory fitted prior to first registration or otherwise agreed by **us**.

### Passenger

Any person being carried in or getting into or out of the **insured car**.

### Period of insurance

The period for which **we** have accepted **your** premium and agreed to provide insurance as stated in the **schedule** and referred to as the Period of Cover in the **certificate**.



## Policy

The contract of insurance between **you** and **us**. This is based on **your** completed **proposal form** and declaration or **statement of fact** and declaration and includes:

- the **schedule**
- **certificate**
- **policy** document,
- any **endorsements** shown on the **schedule** as being in force, and
- **data protection statement** for FBD Insurance plc.

## Proposal form

The information provided by **you** and declarations made at the time the insurance was arranged and on which **we** have relied when agreeing to offer this contract of insurance and the terms provided.

## An Post Insurance

One Direct (Ireland) Limited, trading as **An Post Insurance**.

## Schedule

The document which outlines **your** details, the **insured car**, the cover and **period of insurance** and which forms a part of the **policy**.

## Statement of fact

The information provided by **you** and declarations made at the time the insurance was arranged and on which **we** have relied when agreeing to offer this contract of insurance and the terms provided.

## Terms of Business

The document issued to **you** by **An Post Insurance** setting out the basis on which **you** have agreed for **your policy** to be arranged by **An Post Insurance** and provided by FBD Insurance plc.

## We, us, our, the Company

FBD Insurance plc.

## You, your, the insured

The person named in the **certificate** 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).

## Your policy cover

**Your** protection under the **policy** depends on the level of cover **you** purchase. The cover which applies to **your policy** will be shown on **your schedule** and **certificate**. The main cover types are explained below.

### Comprehensive cover

This cover will give **you** wide protection for accidental damage to or loss of **your** car.

**Our** comprehensive package combines cover under:

- Section 1 - Third party insurance cover,
- Section 2 - Loss or damage to the insured car, and
- Section 3 - Car breakdown assistance,

together with the following additional covers as standard from:

- Section 4 - Additional benefits.
  - ✓ Courtesy car
  - ✓ Medical expenses

Section 4 also allows **you** to extend **your** protection by purchasing further additional benefits as optional extras. **Your** quotation and renewal documents will outline the standard and optional covers which apply to **your policy**.

### Third party, fire and theft cover

If **you** select third party, fire and theft cover, Sections 1, 2 and 3 apply. However cover under Section 2 for loss or damage to **your** car will be limited to **claims** arising from:

- fire, self-ignition, lightning, explosion,
- theft or attempted theft

Section 4 will apply only if **you** have purchased any optional extra under the **policy**.

### Third party insurance cover

If **you** only have third party insurance cover, only Section 1 of the **policy** will apply.

This will limit cover to **your** legal liabilities should a **claim** be brought against **you** for property damage or injury to others arising from the use of **your** car.

### Insured use

The use insured under **your policy** is outlined under Limitations as to use on **your certificate** and **schedule**. All **policies** include use for:

- social, domestic and pleasure purposes,
- use required by the overhaul, upkeep and repair of the **insured car**, and
- 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** and **schedule**.

**We** do not provide cover when the **insured car** 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.

### Drivers whose driving is covered

**We** provide a number of **insured driver** options. **Your certificate** and **schedule** will show the drivers covered to drive under **your policy**. These drivers are covered provided they observe the terms, exclusions, conditions and **endorsements** of the **policy** in so far as they can apply.

## Territorial limits

Unless otherwise specified in the **policy** wording, **we** will provide cover as set out in the **schedule** for **events** which happen during the **period of insurance** in:

- Ireland, Northern Ireland, Great Britain, the Isle of Man or the Channel Islands.

Cover also extends automatically to include foreign travel for up to 40 days in

- other European Union member states, and
- any other country which the Commission of the European Union is satisfied has made arrangements to meet the minimum insurance requirements set out by the European Union Directives on insurance of civil liabilities arising from the use of motor vehicles.

## Extended travel or travel outside the EU

- For travel to any territory not included above or if **your** period of travel will exceed 40 days, **you** must contact **An Post Insurance**.

## Driving of other cars

- If **your policy** includes driving of other cars cover, this will apply while **you** are driving on the island of Ireland only.

The **policy** will continue to apply while the car is in transit by sea (including loading and unloading), between any ports in the territories where cover is operative. In addition, **we** will provide the minimum cover required by law in any of the territories noted above.

## No claim discount

**Your** premium will be reduced in line with the following scale if no **claims** have occurred over **your** previous periods of insurance:

Period of insurance	No claim discount	Discount level after a single claim*
One year	35%	0%
Two years	55%	
Three years	65%	
Four years	70%	35%
Five years	75% (maximum)	

If **your** point on the scale represents four years **claims** free or more, **your** discount level will reduce to 35% following a single **claim**, rather than being reduced to zero.

**Your** no claim discount will not be impacted by a **claim** for:

- Fire, self-ignition, lightning, explosion, theft, attempted theft,
- Section 2 - Uninsured driver protection or Windscreen cover, or
- Section 3 - Car breakdown assistance cover.

**You** may also be able to further protect **your** no claim discount by purchasing one of **our** no claim discount protection covers under Section 4 - Additional benefits.

- Protected no claim discount, or
- Step-back no claim discount.

If either of these are included on **your policy**, it will be noted by **endorsement** on **your schedule**.

Any no claim discount protection under **your policy** will apply to the level of discount granted under **your** no claim discount scale only. **Your** cover and the premium **we** charge may still be affected due to **your claims** and driving history or that of any **insured driver**.

## General exclusions of the policy

We will not pay for the following except where it is necessary to meet the requirements of the Road Traffic Acts.

### 1. Contractual liability

Any liability under a contract, unless the same liability would have existed in the absence of the contract.

### 2. Drivers and uses

(a) Any loss, damage, cost, expense, liability or injury arising out of any **event**:

1. while the **insured car** is being driven by or is for the purpose of being driven in the charge of any person other than a person permitted to drive under the **policy**,
2. while the **insured car** is being driven or is for the purpose of being driven in the charge of any person who:
  - does not hold a valid driving licence to drive such a vehicle, or
  - is disqualified from driving,
3. while the **insured car** is being driven by or is for the purpose of being driven in the charge of any person who is covered under another insurance policy.

(b) Any loss, damage, cost, expense, liability or injury arising out of any **event**:

1. while the **insured car** is being used other than as noted within the Limitations as to use on the **certificate**,
2. while the **insured car** is being used for:
  - racing, pacemaking, speed testing, competitions, rallies or trials,
  - any purpose in connection with the motor trade other than overhaul, upkeep or repair of the car for **you**,
3. while the **insured car** is being used

for any of the following, unless these are specifically noted as being covered under Limitations as to use on the **certificate**:

- hire or reward,
- carrying **passengers** for hire or reward,
- carrying goods for hire or reward.

### 3. Earthquake, riot or civil commotion

Any loss, damage, cost, expense, liability or injury caused by earthquake, riot or civil commotion.

### 4. Radioactive contamination

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

- (a) ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- (b) the radioactive, toxic, explosive or other hazardous 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.

### 5. 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.

## 6. 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.

## 7. Cyber risks

Any loss, damage, cost, expense, liability or injury described in (a) and (b) below to any of the items numbered one through to eight:

- (a) the loss of or damage to or a change in, or
- (b) a reduction in the ability to work, availability or operation of any:
1. computer system
  2. hardware
  3. program
  4. software
  5. data
  6. information repository
  7. microchip
  8. 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.

A damaging code can include but is not limited to a:

- computer virus,
- logic bomb, or
- trojan horse.

## 8. 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.

## 9. Sonic bangs

Any loss, damage, cost, expense, liability or injury which arises directly or indirectly from pressure waves caused by aircraft or other devices travelling at sonic or supersonic speeds.

### 10. Airside liability

Any loss, damage, cost, expense, liability or injury caused while the **insured car** is in or on any aerodrome, airport, airfield or similar establishment. This includes:

- the area for the take-off and landing of aircraft or the movement of aircraft on the surface,
- aircraft parking aprons including associated service roads and ground equipment parking areas, and
- those parts of passenger terminals of an international airport which come within the customs examination area.

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

### 11. Transportation of hazardous or dangerous substances

Any loss, damage, cost, expense, liability or injury as a result of hazardous or dangerous substances being transported in the **insured car** or trailer, such as:

- (a) high explosives, dynamite, nitro glycerine, gunpowder or simmlar combustible articles,
- (b) flammable, corrosive, radioactive, toxic, poisonous or infectious substances in solid, liquid or gaseous form,
- (c) environmentally hazardous articles or contaminants.

### 12. Non-standard vehicles

Any loss, damage, cost, expense, liability or injury arising from the use of any:

- public emergency service vehicle,
- military or law enforcement vehicle,
- motor coach or omnibus,
- tram or trolleybus,
- vehicle on rails, or
- contractor plant or equipment.

## General conditions of the 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 Acts.

### 1. Your duty

(a) **You** must answer all **our** questions honestly and with reasonable care. The information provided in **your proposal form** or **statement of fact** and any further renewal applications or communications with **us** must be true, accurate and complete.

**Our** questions and **your** responses will influence **our** acceptance of **your** insurance, **our** calculation of **your** premium and the terms and conditions **we** apply. If **you** are ever in any doubt about **our** questions and **your** responses, **you** must tell **us**.

(b) **You** must tell **us** about any change in information as recorded in **your schedule, certificate** of insurance and completed insurance application documents, after the **policy** has started.

Cover for any change in risk will only apply after it has been advised to **us** and if **we** have agreed to cover it. **We** will then let **you** know of any change in **your** premium or policy terms.

For full details about the covers and information **you** must keep up to date, **you** must check any documents or communications **we** send to **you**.

(c) **You** must observe and fulfil the terms, provisions, conditions and **endorsements** of the **policy** where they relate to anything to be done or complied with by **you**.

If **you** do not meet these requirements carefully and honestly at all times, **we** may give **you** a reduced **claim** payment or no **claim** payment. **We** may also treat the whole **policy** or a section of it as cancelled or not having existed.

### 2. Looking after your car

**You** must take all reasonable steps to safeguard the **insured car** from loss or damage and keep it in a roadworthy condition.

The **insured car** must:

- be fitted with correctly working lights, mirrors and braking systems,
- use appropriate tyres complying with the minimum legal tread depth,
- be equipped with all necessary fluids as recommended by the manufacturer and be garaged where possible,
- never be left unattended or unlocked with keys still inside the car or any window or sunroof open.

**You** must give **us** free access to examine the **insured car** at any reasonable time if **we** ask for this.

### 3. Your obligations in the event of a claim or prosecution

- (a) **You** must not admit responsibility or make an offer or promise of payment or reimbursement without **our** written consent.
- (b) **You** must write or telephone and let **us** know as soon as possible about any **event** which may give rise to a **claim** under this **policy** and provide full details. Alternatively, if **you** are not involved personally in an **event**, **you** must advise **us** within 48 hours of becoming aware of such an **event**, providing all details **you** are aware of or have obtained. If **you** give **us** late notice, **we** may not be in a position to deal with **your claim**.
- (c) **You** must send **us** as soon as possible on receipt and without answering it, every letter, claim, legal proceedings and

every correspondence, communication or notice from the Personal Injuries Assessment Board (PIAB). **You** shall also write and tell **us** as soon as possible as **you** become aware of any prosecution or inquest in connection with any **event**.

- (d) **You** must as soon as possible report to An Garda Síochána (or at the latest within 24 hours of the **event**), any loss or damage connected to a **claim** for theft, attempted theft, or any other malicious and deliberate act.
- (e) **You** shall give **us** all information and assistance as and whenever **we** may require.

### 4. Our rights in the event of a claim or recovery

**We** will be entitled to take over and carry out in **your** name the defence or settlement of any **claim**. For **our** own benefit **we** may take legal action, in **your** name, to recover any amount **we** have paid. **We** will decide how any proceedings or settlements are handled.

### 5. Other insurance

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. This condition will not apply to Section 4 - Medical expenses or Section 4 - Driver accident protection, where either of these covers are active under **your policy**.

If at the time of the **claim** the person driving the **insured car** has cover under another policy for the same loss or damage or liability then no cover shall apply under Section 1 - Third party insurance cover, of this **policy**. If **you** have purchased Comprehensive driving of other cars under Section 4 of the **policy**, cover will only apply under this benefit so long as **you** are not entitled to cover under any other **policy**.

### 6. Disputes between you and us

Any dispute between **you** and **us** under this **policy** must be referred to arbitration. The appointment of the arbitrator will be by agreement between **you** and **us** but if **we** cannot agree, an arbitrator will be appointed by the authorised body identified in the current arbitration legislation. If a disputed **claim** is not referred to arbitration within 12 months of **your claim** being turned down, **we** will treat the **claim** as abandoned.

### 7. Our right to reclaim payments

If **we** are required under the Road Traffic Acts or any law, to pay a **claim** which the **policy** does not cover, **we** have the right to get the payment back from **you**.

### 8. Cancellation of the policy

- (a) **We** or **An Post Insurance** may cancel this **policy** in line with the **Terms of Business** by sending you 10 days' notice in writing to your last known address. **You** must return your current **certificate** and insurance disc.
- (b) **You** may cancel this **policy** in line with the **Terms of Business** by sending **An Post Insurance** written instructions and returning the current **certificate** and insurance disc.

**We** will return the premium **you** paid for the **period of insurance** left to run, if:

- **You** cancel the **policy** within the cooling off period, or
- **We** cancel the **policy**.

Please note, **An Post Insurance**'s Set Up, Mid-Term Adjustment and Renewal fees are non-refundable in line with the **Terms of Business**.

If **you** cancel outside the cooling off period, as long as no **claim** has been made or is pending, we will return the premium for the **period of insurance** left to run (less any cancellation charge), in line with the **Terms of Business**.



### Cooling off period

All non-life **policies** are sold with a 'cooling off' period once **your** contract is for a period of 30 days or longer. The cooling off period will apply both at New Business and at Renewal, and will last for 14 working days from the date **you** receive **your policy** documents. If you cancel **your policy** within the cooling off period, no cancellation charge will apply and **you** will be charged proportionally for the period **you** were on cover.

## 9. Suspension of the policy

The cover under this **policy** can be fully or partially suspended from the date **An Post Insurance** have received **your** request in writing, together with the current **certificate** and insurance disc.

If **you** are paying by instalments, these will continue to be collected during the period of suspension. **An Post Insurance** will refund the premium for the suspension period in line with the **Terms of Business**, less any administration fee, provided:

- the suspension has lasted for at least 28 days in a row,
- there has been no **claim** on **your policy**, and
- no **claim** is pending.

The refund calculation will vary depending on how much cover is left on **your policy** and the duration of the suspension period, but you will be advised about this when applying for the suspension.

While the **policy** is suspended, cover to drive other cars, if applicable, will no longer apply.

## 10. Pay the premium and keep your payments up to date

**You** must pay all amounts due for the **period of insurance** on time and in full. If **you** do not **you** will not be covered.

- (a) Annual payments: The amount must be paid in full and the payment must be

cleared.

- (b) Instalments: If the premium is paid by instalments, these will be collected in line with **your** premium payment plan agreement with **An Post Insurance**.
- (c) Fees and charges: Details of any additional fees and charges which apply to **your policy** are specified in the **Terms of Business**.

If **you** do not pay an instalment, even if **you** have paid one or more instalments already, **your policy** will be cancelled in line with condition 8 under the general conditions of the **policy**.

## 11. Fraudulent claims

If **you** or any person entitled to cover under this **policy** makes a **claim** knowing it to be false or fraudulent in any way, or if damage is caused by any deliberate act or with **your** consent or involvement or the involvement of anyone acting on **your** behalf, then all cover under the **policy** will be forfeited.

## 12. Application of 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.

## 13. Mid-term alterations

Any request **you** make to change **your policy** cover during the **period of insurance**, will be subject to the fees and premium rebate calculation rules specified in the **Terms of Business**.

# Cover sections

## Section 1 - Third party insurance cover

### Cover for you

We will pay all amounts **you** or **your** legal personal representatives may legally have to pay for damages and claimant costs and expenses for:

1. death or injury to any person, or
2. damage to property up to an amount of €30,000,000 inclusive of costs,

resulting from a **claim** or series of **claims** arising from any one **event**, as a result of or in connection with the **insured car** described in the **schedule**.

At **your** request, **we** will extend the cover provided by this section to include the legal liability of any **passenger** being carried in or getting into or out of the **insured car** provided that the **passenger**:

- is not covered under another policy,
- is not driving the **insured car** or in charge of the **insured car** for the purposes of driving, and
- observes the terms, exclusions, conditions and **endorsements** of the policy in so far as they can apply.

### Legal expenses

We have the right to instruct, at **our** own expense, a solicitor in respect of any **event** for which cover may be provided under this section for:

1. representation at any coroner's inquest into a death, or
2. defending proceedings brought in any court of summary jurisdiction.

In addition, **we** will pay legal costs up to €2,500, incurred with **our** written consent, to defend **you** in proceedings in respect of:

1. manslaughter, or

2. dangerous driving causing death or serious bodily harm under the Road Traffic Acts,

arising from any personal injuries for which cover may be provided under this section.

### Third party driving of other cars

This cover extension is not provided on all policies. If it applies to your policy, it will be shown in Section 5 of your certificate.

So long as **you** are not entitled to cover under any other policy, the cover provided under Section 1 - Third party insurance cover will also cover **you** while **you** are driving a private car other than the **insured car** on the island of Ireland, provided:

1. it does not belong to **you**,
2. it is not in **your** custody or control by reason of **your** employment or business,
3. it is not a hire or rental car,
4. it is not hired to **you** under a hire purchase agreement.

This extension applies to private passenger cars driven with the owner's permission only. It does not apply to:

- vans,
- car-vans,
- jeeps with no seats in the back, or
- vans adapted to carry **passengers**.

### Trailers

The cover provided by this section will extend to include the use of:

1. any trailer while attached to the **insured car**,
2. any detached single axle trailer up to half tonne unladen weight but not including:

- caravans,
- mobile homes,
- trailer tents,
- boat trailers, or
- any trailer which incorporates machinery or other equipment.

**We** will not pay a **claim**, except where it is necessary to meet the requirements of the Road Traffic Acts, for any liability arising:

- from the use of a trailer or plant forming part of a trailer as a tool, or
- out of any **event** which happens while the **insured car** is drawing a greater number of trailers than is allowed by law.

### Additional exclusions to Section 1

**We** will not pay a **claim**, except where it is necessary to meet the requirements of the Road Traffic Acts, for:

1. loss or damage to property belonging to, held in trust by, or in **your** custody or control or belonging to, held in trust by or in the custody or control of any **passenger** or **insured driver** of the **insured car** or being carried in the **insured car**, or
2. death or bodily injury to any person driving the **insured car** or in charge of the **insured car** for the purpose of driving.

## Section 2 - Loss or damage to the insured car

### Cover provided

**We** will pay for accidental loss or damage to the **insured car**. At **our** option, **we** may repair, reinstate or replace the **insured car** or any part of it or its accessories or spare parts, or alternatively pay a cash amount for the loss or damage.

### Repairing your car

In the case of repair, **we** will offer to make arrangements for **your** car through FBD's network of recommended repairers. If **you** choose this option, **you** may also be able to avail of a temporary replacement car, provided **you** have courtesy car cover in place.

Alternatively, if **you** would prefer not to use **our** recommended repairer, **we** will cover repairs up to the equivalent cost of using **our** recommended repairer, as determined by **our** Motor Assessor.

If any part or accessory of the **insured car** is no longer available or cannot be obtained from the maker, **we** will pay the cost of the part or accessory as set out in the maker's last published price list plus the current labour charge for its fitting.

If the **insured car** is greater than five years old based on year of registration and is no longer subject to a manufacturer or main dealer warranty, **we** may choose to repair it with parts which have not been made by the car's manufacturer, but are of a similar standard.

### Towage and storage

If the **insured car** cannot be driven due to any loss or damage covered under this **policy**, **we** will pay the reasonable cost of protecting, transporting and storing the car, including:

- (a) removing it to a competent repairer, and
- (b) delivering it to **your** home address following the repairs.

The most **we** will pay for any one **claim** is up to €250.

### How total loss claims will be settled

The maximum **we** will pay in the **event** of:

- (a) a total loss where the **insured car** is damaged beyond repair or is deemed by **us** to be uneconomical to repair, or
- (b) the **insured car** being stolen and not recovered,

is either:

- the **market value** of such a car immediately prior to the loss or damage, or
- the estimated value shown on **your schedule**,

whichever is the lower amount.

**We** will be entitled to keep any residual salvage value and to take possession of or dispose of **your** damaged car, at any time during the course of a **claim**.

## New car replacement

We will at **your** request replace the **insured car** with a new car of the same make and model, if,

1. within 12 months of registration as new in **your** name, and
2. having an odometer reading of less than 50,000 kilometres,

the **insured car**:

1. in **our** assessment sustains damage greater than 60% of the manufacturer's list price at the time of damage, or
2. is stolen and not recovered within four weeks from the date of theft.

If **you** have provided **us** with an estimated value, it must meet the car's listed value as new, for New car replacement cover to apply.

This provision is subject to the consent of any other party who has an interest in the **insured car**.

We will be entitled to take possession of and dispose of **your** damaged car in the **event** either **you** or any other interested party avails of this cover.

If it is not possible to provide a new car replacement of the same make and model, **we** will only pay the cost of such car as set out in the maker's last published price list, less any discounts that may have been applicable at the time of purchase.

## Uninsured driver protection

If **you** have a valid accidental damage **claim** involving another identified vehicle where:

- (a) the **insured driver** of **your** car is not at fault, and
- (b) the other vehicle is not insured,

the damage to **your** car will be covered under this **policy** and **your** no claim discount will not be affected.

**You** must:

1. report the **accident** as soon as possible to An Garda Síochána (or at the latest within 24 hours of the **event**),
2. provide details of the uninsured vehicle including registration number,
3. pay the **policy excess**, and
4. notify the Motor Insurers' Bureau of Ireland about the **claim**.

## Theft of keys

**We** will pay **you** up to a maximum of €750 to replace the locks and alarm on the **insured car** if the key or keyless entry device for the car is stolen by forcible and violent entry to or exit from:

1. any private residence at which **you** are spending the night, or
2. any hotel room or guesthouse room at which **you** are spending the night.

**We** will not pay:

1. if your keys are stolen by deception or fraud or taken by a member of **your** family who normally lives with **you**, or
2. for any loss if **you** do not report the theft of keys as soon as possible (or within 24 hours) on discovery to An Garda Síochána and in the case of a hotel or guesthouse, to the proprietors.

### Windscreen cover

**We** will pay the cost of replacing or repairing any accidental breakage, cracking or chipping of glass in the windscreen or windows of the **insured car**:

- without **you** having to pay a **policy excess**, and
- without any impact to **your** no claim discount.

In the **event** of a windscreen or window **claim you** will need to call **us** on 0818 825 250 for details of **our** approved supplier. If **you** do not use the approved supplier **we** recommend to **you**, **we** will only pay up to:

- (a) €223 per **claim**, where the windscreen or window glass cannot be repaired and needs to be replaced, or
- (b) €30 in total to repair a chipped or cracked windscreen or window glass, regardless of the number of chips or cracks which need to be repaired.

**We** will not pay under this benefit for:

1. damage to sunroofs,
2. damage to glass roofs, or
3. damage to mirror glass.

### Hire purchase, leasing or finance agreements

If to **our** knowledge **your** car is the subject of a hire, lease or finance agreement (including hire purchase), any payment shall be made to the owner described in the agreement, after which **we** shall have no further liability for the loss or damage.

### Personal belongings

**We** will pay **you**, or at **your** request the owner of the belongings, for loss or damage to personal property while in the **insured car**, by fire, theft or attempted theft or by accidental means, provided that:

1. the maximum amount **we** will pay is €400, and
2. payment to any person other than **you** shall be paid direct to that person under the same terms, exclusions, conditions and **endorsements** of the **policy** in so far as they can apply. **Our** obligations under this section will be fulfilled once payment is made.

**We** will not pay for:

1. loss or damage to goods or samples carried in connection with any trade or business, or
2. loss of cash or fraudulent use of credit cards or cheques.

### Fire brigade charges

Provided **you** have a valid **claim** under this section, **we** will pay any associated fire brigade attendance charges connected with the insured **event**. The most **we** will pay is €2,000.

## Additional exclusions to Section 2

We will not pay for:

1. loss of use, depreciation, wear and tear, mechanical, electrical or electronic breakdowns, failures or breakages,
2. damage to tyres by braking, punctures, cuts or bursts,
3. damage to the **insured car**, its accessories and spare parts caused by goods carried in the car,
4. damage to the **insured car** if at the time of the **accident** causing the loss the **insured driver** has a breath, blood or urine alcohol or drug level above the legal limit in the Road Traffic Acts,
5. more than €223 for claim for repair or replacement of windscreen or window glass in the insured car unless you use the approved supplier we recommend to you.
6. the cost of importing parts or accessories from outside the EU or any extra cost of parts or accessories above the price of similar parts available from the manufacturer's European representatives,
7. loss or damage caused by theft or attempted theft if the key (or keyless entry device) is left in or on the unoccupied **insured car**,
8. loss or damage due to any government agency, public or local authority taking legal possession of and destroying or disposing of the **insured car**,
9. loss or damage while the **insured car** is being driven by any person who is not complying fully with the terms and conditions of their driving licence (for example a learner permit holder must be accompanied by a fully qualified driver),
10. loss of or damage to any trailer which is not specified by **you** and noted in the **schedule**,
11. the **excess** amount shown in the **schedule**.

## Section 3 – Car breakdown assistance

The service provided under car breakdown assistance is a 24 hour emergency assistance service in the **event** of car breakdown.

**You must contact the Freephone car breakdown assistance line to activate this service and we will not cover any costs you incur prior to calling us on 091 560 610 or from Northern Ireland, England, Scotland or Wales on 00 353 91 560 610.**

**The assistance supplied will be at the choice of the assistance provider based on the options available to them at the time of the request. This is because all options are not always available at the time of a breakdown.**

**We** will provide assistance for breakdown of the **insured car** caused by an **accident**, mechanical breakdown, fire, theft, attempted theft, malicious damage, punctures that need help to fix or to replace a wheel, lost keys, stolen keys, keys broken in the lock or locked in the **insured car**, occurring during the **period of insurance**.

Cover applies in Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands and **we** will provide the following benefits:

### Roadside and doorstep assist

**We** will provide one hour's free labour either at the roadside, **your** home or place of work if the **insured car** can be repaired where it is. **You** or an **insured driver** must be with the **insured car** when the repairer arrives to avail of the benefits under this cover.

### Towing

If the **insured car** has broken down at home or away from home and cannot be repaired where it is **we** will pay the cost of towing the **insured car** to the nearest garage capable of repairing the car or **your** own garage, whichever is closer.

### Completion of your journey within 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 for one of the following:

- Onward public transport of **you** or an **insured driver** and **passengers** home or to an intended destination, or
- A replacement car for up to 48 hours and public transport back to collect the **insured car** when repaired, or
- Overnight accommodation for one night only, while repairs to the **insured car** 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 in the **event** that **your** car is stolen and not recovered within 24 hours and the theft has been reported to both **us** and An Garda Síochána. The car will be provided for:

- up to 5 days, or
- until the **insured car** is recovered, whichever is sooner.

**We** will not:

Supply an emergency replacement car if a courtesy car has already been arranged under any other provision in the **policy**.

### Completion of your journey within England, Scotland and Wales

If repairs cannot be carried out at the roadside, **we** will provide a replacement car for up to 48 hours. The most **we** will pay for this is £100 (sterling).

If the **insured car** cannot be repaired before departure date, **we** will pay for the **insured car** to be towed to the port **you** are leaving from. The most **we** will pay for this is £250 (sterling).



## Message relay

**We** will pass on two urgent messages for **you**.

## Conditions limiting our responsibility

**We** will not be responsible to provide **you** with the services outlined under this cover if **we** are unable to do so as a result of:

1. The commercial conditions imposed by car hire companies, for example requiring the driver to provide a full licence free of endorsements, a credit card deposit, or the requirement to return a hire car to a pick up point,
2. Any government control restrictions or prohibitions or any other act or omission of any government agency or local authority; or default of any supplier, agent or other person; or labour disputes or difficulties,
3. Any other event beyond **our** reasonable control.

If **we** have to make a forced entry to the **insured car** because **you** are locked out, **you** must sign a declaration saying that **you** will be responsible for the damage.

This assistance service will not apply where the **insured car** is modified for, or is taking part in, racing, trials or rallying.

## Additional exclusions to Section 3

**We** will not pay a **claim**:

1. for any liability or consequential loss arising from using the assistance services,
2. for expenses which can be recovered elsewhere,
3. arising where the **insured car** is carrying more **passengers** or towing a greater weight than that for which it was designed as outlined in the manufacturer's specifications,
4. arising as a direct result of the unreasonable driving of the **insured car** on unsuitable ground,
5. for any **accident** or breakdown brought about by an avoidable, willful and / or deliberate act carried out by **you** or the **insured driver**,
6. for the cost of repairing the **insured car** other than as outlined in the benefit Roadside and doorstep assist,
7. for the cost of any parts, keys, lubricants, fluids or fuel required to allow the **insured car** drive again,
8. caused by fuels, mineral essences or other flammable materials, explosives or poisonous substances carried in the **insured car**, and
9. **we** may refuse assistance where an **insured driver** is clearly intoxicated.

## Section 4 - Additional benefits

The covers outlined in this section will only apply to your policy if they are noted as being active by endorsement in your schedule.

### Courtesy Car

Provided the loss or damage is insured under Section 2 of the **policy**, we will supply you with a courtesy car for:

- (a) up to 7 days in a row while the **insured car** is being repaired by **our** recommended repairer, or
- (b) up to 10 days in a row if the **insured car** is damaged beyond economic repair or stolen and not recovered.

The courtesy car will typically be up to a 1.2 litre, subject to availability, and may not match the size, value or performance of **your** own car.

**We** will not:

Supply a courtesy car to exceed the combined maximum provision of 7 days in the **event** of repair or 10 days in the **event** of total loss, if a replacement car has already been arranged under any other provision in the **policy**.

### Medical expenses

Provided **you** are not eligible for a higher benefit under Section 4 - Driver accident protection cover, **we** will pay **you** medical expenses up to €500 each, for bodily injury suffered in direct connection with the **insured car** by:

- 1. **you**,
- 2. an **insured driver**, or
- 3. any person in the **insured car**,

arising from violent, accidental, external and visible means.

### Driver accident protection

**We** will pay one of the following benefits if **you** or any **insured driver** is accidentally injured as a result of an **accident** while driving the **insured car** which within three months after the date of the **accident** results in:

<b>a.</b>	death	€30,000
<b>b.</b>	total and permanent loss of sight in one or both eyes	€15,000
<b>c.</b>	loss of one or more limbs	€15,000
<b>d.</b>	hospital expenses incurred after an <b>accident</b> , for which there is a <b>claim</b> under the <b>policy</b>	up to €350 a week and €3,000 in total
<b>e.</b>	medical and physiotherapy expenses	€1,000

**We** will not pay for:

- 1. any injury resulting from suicide or attempted suicide,
- 2. anyone who is driving under the influence of alcohol or drugs at the time of the **accident**,
- 3. any hospital benefit in respect of the first three days of hospitalisation,
- 4. any **claim** of more than one benefit in respect of the same bodily injury, or
- 5. any injuries caused by motor **accidents** which have not been reported to An Garda Síochána or other relevant policing authority.

## Protected no claim discount

**Your** no claim discount will not be impacted by a **claim** for:

- Fire, self-ignition, lightning, explosion, theft, attempted theft,
- Section 2 - Uninsured driver protection or Windscreen cover, or
- Section 3 - Car breakdown assistance cover.

Any other **claim** under **your policy** including liability to third parties and accidental damage to the **insured car**, will mean **your** no claim discount is impacted in line with **our** Protected no claim discount rules:

1. **You** may make up to two **claims** in a three-year period, without the level of no claim discount granted under **your policy** being reduced.
2. If **you** have a third **claim** in this period, your no claim discount will be reduced as follows:
  - 75% back to 55%
  - 70% back to 55%
  - 65% back to 55%
  - 55% back to 0%
  - 35% back to 0%

This no claim discount protection will apply to the level of discount granted under **your** no claim discount scale only. **Your** cover and the premium **we** charge may still be affected due to **your claims** and driving history or that of any **insured driver**.

## Step-back no claim discount

**Your** no claim discount will not be impacted by a **claim** for:

- Fire, self-ignition, lightning, explosion, theft, attempted theft,
- Section 2 - Uninsured driver protection or Windscreen cover, or
- Section 3 - Car breakdown assistance cover.

Any other **claim** under **your policy** including liability to third parties and accidental damage to the **insured car**, will mean **your** no claim discount is impacted in line with **our** Step-back no claim discount rules:

1. A single **claim** under **your policy** in the **period of insurance** will result in **your** no claim discount being reduced as follows:
  - 75% back to 55%
  - 70% back to 55%
  - 65% back to 55%
  - 55% back to 0%
  - 35% back to 0%
2. If **you** have more than one **claim** in the same **period of insurance**, **your** no claim discount will reduce to zero.

This no claim discount protection will apply to the level of discount granted under **your** no claim discount scale only. **Your** cover and the premium **we** charge may still be affected due to **your claims** and driving history or that of any **insured driver**.

### Comprehensive driving of other cars

So long as **you** are not entitled to cover under any other policy, the cover provided under Section 2 - Loss or damage to the insured car, will also apply while **you** are driving a private car other than the **insured car** on the island of Ireland, provided:

1. the car does not belong to **you** and minimum insurance for the car complying with the Road Traffic Acts is operative in another person's name under a separate insurance policy,
2. the car is not in **your** custody or control by reason of **your** employment or business,
3. it is not a hire or rental car,
4. it is not hired to **you** under a hire purchase agreement,
5. **you** have driven the car for no more than 35 days in any one **period of insurance**, and
6. the car has an engine size of no more than 2500cc.

The maximum amount **we** will pay under this cover is €50,000.

**(a)** This extension applies to private passenger cars driven with the owner's permission only. It does not apply to:

- vans,
- car-vans,
- jeeps with no seats in the back, or
- vans adapted to carry passengers.

**(b)** No cover will apply under Section 3 - Car breakdown assistance, in the **event** of a breakdown while driving a car other than the **insured car**.

# Endorsements

The following **endorsements** will apply where the corresponding **endorsement** number is shown in **your schedule**. All **endorsements** are subject to the terms, exclusions, limitations and conditions contained in the **policy**.

An **endorsement** will relate solely to the car registration number and/or the person's name appearing in connection with the **endorsement** number in the **schedule**, unless otherwise noted in the **endorsement** wording.

## P601. Accidental damage excess

We will not pay the first amount shown in the **schedule**, for a **claim** for loss or damage to the **insured car**.

No **excess** will apply for:

1. a **claim** arising from fire, self-ignition, lightning, explosion, theft or attempted theft, or
2. windscreen cover.

## P602. Additional excess: under 25/ learner permit driver

A higher **excess** amount shown in the **schedule** will apply to a **claim** for loss or damage to the **insured car**, while being driven by any **insured driver** who:

- holds a provisional licence or learner permit, or
- is under the age of 25,

No **excess** will apply for:

1. a **claim** arising from fire, self-ignition, lightning, explosion, theft or attempted theft, or
2. windscreen cover.

## P604. Third party, fire and theft

The cover provided under Section 2 - Loss or damage to the **insured car**, is limited to:

- **claims** arising from fire, self-ignition, lightning, explosion, theft or attempted theft, and
- theft of keys, fire brigade charges, towage and storage, new car replacement, windscreen cover and personal belongings.

**Your** no claim discount will not be impacted by a **claim** for fire, self-ignition, lightning, explosion, theft, attempted theft or windscreen cover.

## P605. Suspension of entire policy

All cover under this **policy**, including cover to drive other cars, if applicable, is suspended. While the **policy** is suspended, no cover section will apply.

## P606. Partial suspension: cover reduced to fire and theft only

All cover under:

- Section 1 - Third party insurance cover, and
- Section 4 - Additional benefits,

is suspended, including cover to drive other cars, if applicable.

The cover provided under Section 2 - Loss or damage to the insured car, is limited to:

- **claims** arising from fire, self-ignition, lightning, explosion, theft or attempted theft, and
- fire brigade charges, towage and storage, new car replacement, windscreen cover and personal belongings.

**Your** no claim discount will not be impacted by a **claim** for fire, self-ignition, lightning, explosion, theft, attempted theft, windscreen cover or car breakdown assistance.

### **P607. Partial suspension: cover reduced to accidental damage, fire and theft only**

All cover under:

- Section 1 - Third party insurance cover, and
- Section 4 - Additional benefits,

is suspended, with the exception of the Protected no claim discount and Step-back no claim discount benefit, if applicable.

While the **policy** is suspended, cover to drive other cars, if applicable, will no longer apply.

**Your** no claim discount will not be impacted by a **claim** for fire, self-ignition, lightning, explosion, theft, attempted theft, windscreen cover, uninsured driver protection or car breakdown assistance.

### **P608. Excluding a named person from driving**

The cover will not operate while the **insured car**:

1. is being driven by, or
  2. is for the purpose of being driven by, or
  3. in the charge of,
- any person shown as excluded in the **schedule**.

### **P609. Named person(s) only driving**

Cover is provided solely while the **insured car** is being driven by the person or persons named in the **schedule**.

### **P613. Insured only driving**

**We** will provide cover solely while the **insured car** is being driven by **you** or is in **your** charge for the purpose of being driven by **you**.

### **P616. Indemnity to employer**

**We** will extend Section 1 to provide cover to the **insured driver's** employer shown in the **schedule**, if an **accident** occurs while the **insured car** is being used by the **insured driver** on their employer's business, provided:

1. the **insured car** does not belong to or is not provided by the employer,
2. the employer is not entitled to cover under another policy, and
3. the employer observes, fulfils and complies with the terms, exclusions, conditions and **endorsements** of this **policy** in so far as they apply.

### **P619. Open driving for full licence holders between the ages of 25 and 71**

The drivers whose driving is covered under this **policy** are:

1. **you**,
2. any person, between the ages of 25 and 71 who is driving with **your** permission, provided that person holds or has held a full Irish, UK or EU licence to drive the **insured car**, and
3. any other person noted on **your certificate** and **schedule** as being insured to drive,

provided the driver:

1. holds a licence to drive the **insured car** or having held such a licence is not disqualified from holding that licence,
2. does not have cover under any other policy,
3. is not a person in the motor trade driving the **insured car** for the purpose of overhaul, upkeep or repair for **you**, and
4. observes the terms, exclusions, conditions and **endorsements** of the **policy** in so far as they can apply.

### **P622. Specified attached and detached trailer cover**

The cover provided by this **policy** will include the trailers described in the **schedule**. For the purposes of this **policy** the trailer and any plant forming part of or permanently attached to the trailer shall together be deemed to form a trailer but cover will not apply to:

1. liability arising from the use of the trailer or plant forming part of the trailer as a tool except as is necessary to meet the requirements of the Road Traffic Acts,
2. liability arising out of any **event** which happens while the **insured car** is drawing a greater number of trailers than is allowed by law, or
3. loss or damage to any goods, contents or load being carried in or on the trailer.

### **P626. Liability to third parties arising from a detached trailer**

The cover provided under Section 1 will, subject to its terms and limitations, apply to any trailer noted in the **schedule** while detached from and not being towed by any vehicle.

### **P632. Courtesy car**

Courtesy car cover as outlined under Section 4 - Additional benefits, is active.

### **P634. Medical expenses**

Medical expenses cover as outlined under Section 4 - Additional benefits, is active.

### **P654. Deletion of third party driving of other cars**

**We** will not provide cover to drive other cars and Third party driving of other cars cover under Section 1 has been deleted.

### **P684. Driver accident protection**

Driver accident protection as outlined under Section 4 - Additional benefits, is active.

### **P685. Protected no claim discount**

Protected no claim discount cover as outlined under Section 4 - Additional benefits, is active.

### **P686. Step-back no claim discount**

Step-back no claim discount cover as outlined under Section 4 - Additional benefits, is active.

### **P688. Comprehensive driving of other cars**

Comprehensive driving of other cars cover as outlined under Section 4 - Additional benefits, is active.

### **P690. Deletion of step-back no claim discount protection**

Step-back no claim discount cover as outlined under Section 4 - Additional benefits, has been deleted from **your policy**. Any **claim** impacting **your** no claim discount will reduce **your** discount level in line with the rules of **your** no claim discount scale, unless **you** have alternative no claim discount protection in place.

### **P691. Deletion of protected no claim discount**

Protected no claim discount cover as outlined under Section 4 - Additional benefits, has been deleted from **your policy**. Any **claim** impacting **your** no claim discount will reduce **your** discount level in line with the rules of **your** no claim discount scale, unless **you** have alternative no claim discount protection in place.

### **P692. Deletion of windscreen cover**

The Windscreen cover benefit as outlined under Section 2 - Loss or damage to the insured car, has been deleted.

In the **event** of a **claim** for the windscreen or windows of the **insured car** caused by fire, self-ignition, lightning, explosion, theft or attempted theft, **you** will not be asked to pay an **excess** and **your** no claim discount will not be impacted.

In the **event** of any other accidental damage **claim** for the windscreen or windows of the **insured car**,

1. **you** must pay the **policy excess**, and
2. **your** no claim discount will be impacted in line with the no claim discount scale under **your policy** or any no claim discount protection cover that applies.

### **P693. Deletion of car breakdown assistance cover**

Section 3 - Car breakdown assistance has been deleted. The cover provided under this section will not apply to **your policy**.

### **P694. Third party insurance only**

This **policy** will only provide cover for liability to third parties as outlined in Section 1 and no other cover will apply.

### **P695. Excluding driving of other cars**

**We** will not provide cover under **your policy** to drive other cars:

- Third party driving of other cars cover, as outlined under Section 1 - Third party insurance, has been deleted, and
- Comprehensive driving of other cars, as outlined under Section 4 - Additional benefits, will not apply to **your policy**.

### **P696. Deletion of driver accident protection**

Driver accident protection as outlined under Section 4 - Additional benefits, has been deleted. The cover provided under this benefit will not apply to **your policy**.



## Changes to this policy booklet

A summary of key changes recently included in this policy booklet is set out below. Always read **your policy** booklet for full terms and conditions.

Key Changes	Policy Version
<p><b>Policy booklet changes</b> - We have included new information to explain how changes will be made to this policy booklet. For details, you will need to read the information under "This policy booklet" at the start of the document, together with the "Changes to this policy booklet" information at the end of the document.</p>	<p>API041-4    19.06.21</p>
<p><b>Your duty</b> - The duties and obligations relating to General Condition 1 have been reviewed in line with the Consumer Insurance Contracts Act 2019. For details, you will need to read the "Duty of disclosure" and "Failure to meet this duty" information at the start of this policy booklet, together with the full outline of "Your duty" (Condition 1) under the General Conditions of this policy booklet.</p>	<p>API041-4    19.06.21</p>
<p><b>Policy cancellation</b> - The cancellation and cooling-off period information has been reviewed in line with the Consumer Insurance Contracts Act 2019. For details, you will need to read "Cancellation of the policy" (Condition 8), under the General Conditions of this policy booklet.</p>	<p>API041-4    19.06.21</p>



# Motor Legal Protection

This policy is underwritten by ARAG Legal Protection Limited.





## Welcome to Motor Legal Protection

**This section of the policy applies ONLY if the cover is shown in the policy schedule.**

This Motor Legal Protection policy is an extension of your Car Insurance Policy. The cover provided within this Policy is underwritten by ARAG Legal Protection Limited.

Motor Legal Protection Helpline – **0818 303 013**

As an ARAG policyholder, **you** are now protected by one of Europe's leading legal expenses insurer. 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 the policy, which explains the contract between **you** and **us**. If **you** have any questions or would like more information, please contact **your** insurance adviser.

### Definitions applicable to this section of the policy only

Wherever the following words or expressions appear in **bold** type they will have the meaning given to them below:

#### Policy

The An Post Insurance or private car insurance policy to which this Motor Legal Protection insurance attaches.

#### We, us, our

ARAG Legal Protection Limited.

#### Policyholder

The An Post Insurance car insurance policyholder who holds a current policy and whose principal place of residence is in the Republic of Ireland and who has been declared to and accepted by us.

#### You, your

**You**, and any passenger (other than a paying passenger) or driver who is in or on the **insured vehicle** with **your** permission. Anyone claiming under this policy must have the **policyholder's** agreement to claim.

#### Insured vehicle

The vehicle specified in the motor insurance **policy** issued with this policy. It also includes any caravan or trailer designed to be towed by that vehicle whilst it is attached to this vehicle.

#### Appointed lawyer

The lawyer, or other suitably qualified person, who has been appointed to act for you under Condition 2 of this policy.

#### Legal costs

All reasonable and necessary costs charged by the **appointed lawyer** on a party/party basis. Also the costs incurred by opponents in civil cases if **you** have to pay them, or pay them with our agreement including VAT where appropriate.

#### Territorial limit

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

#### Period of insurance

The period for which **we** have agreed to cover the **policyholder** and for which the **policyholder** has paid the premium, such period to run concurrently with the period of insurance for the relevant policy.

#### Date of occurrence

The date of the event, which may lead to a claim. If there is more than one event arising at the same time or from the same originating cause, then the **date of occurrence** is the date of the first of these events.

### Special Notes:

#### After a motor accident

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

#### How we help you

Once **we** have accepted **your** claim, **we** aim to recover **your** uninsured losses from the other person who caused the accident.

Uninsured losses could include the cost of repairing or replacing **your** vehicle, **your** motor insurance policy excess, compensation following injury or other out-of-pocket expenses.

**We** normally recover **your** uninsured losses or deal with motor contract disputes by appointing a solicitor to handle **your** claim. In most cases, **we** will choose the appointed solicitor for **you**. Claims outside the Republic of Ireland may be dealt with by ARAG offices elsewhere in Europe.

If **you** are prosecuted for a motoring offence, **we** will appoint a solicitor to represent **you**.

#### Send your claim to:

ARAG Legal Protection Limited, Europa House, Harcourt Centre, Harcourt Street, Dublin 2, D02 WR20.  
Telephone: 01 670 7470  
Fax: 01 670 7473.

#### If you need any other help from us

**You** can phone us at any time on **0818 253 065** 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 or winning a case. Please do not ask for help from a solicitor before **we** have agreed. If **you** do, **we** will not pay the costs involved.

### Customer Satisfaction

**We** will always try to give **you** a quality service. If **you** think **we** have let **you** down, please contact the Customer Service Manager:

An Post Insurance, P.O. Box 1, Athlone, Co Westmeath. Phone: 0818 22 22 22.

If **you** are still not happy **you** may contact:

The Operations Manager,  
ARAG Legal Protection Limited, Europa House, Harcourt Centre, Harcourt Street, Dublin 2, D02 WR20.

The following services can advise **you** on how to proceed further and may be able to help in resolving **your** problem:

#### - The Insurance Ireland's Insurance Information Service at:

Insurance Centre, 5 Harbourmaster Place, IFSC, Dublin 1, D01 E7E8  
Phone: 01 676 1820  
Fax: 01 676 1943  
Email: iis@iif.ie  
Website: www.iif.ie

#### Or

#### - Financial Services and Pensions

**Ombudsman (FSPO)** at Lincoln House, Lincoln Place, Dublin 2, D02 VH29.  
Phone: 01 567 7000  
Email: info@fspoi.ie  
Website: www.fspoi.ie

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

This policy is underwritten by ARAG Legal Protection Limited.

### Our Head and Registered Office is:

ARAG Legal Protection Limited, Europa House, Harcourt Centre, Harcourt Street, Dublin 2, D02 WR20. Registered in Ireland. Company no. 639625.

Our website is [www.arag.ie](http://www.arag.ie)

## This is your Motor Legal Protection Policy

Your policy only covers **you** if **you** have paid **your** premium. **We** agree to provide the insurance in this 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 **you** will recover damages (or other legal remedy) or make a successful defence.

## Insured incidents

**We** will negotiate for the following.

### 1. Accident Loss Recovery and Personal Injury

To recover **your** uninsured losses and costs after an event which:

- (a) causes damage to the **insured vehicle** or to personal property in it; or
- (b) injures or kills **you** while he or she is in or on the **insured vehicle**; or
- (c) injures or kills the **policyholder** while the **policyholder** is driving another motor car or motor cycle; or
- (d) injures or kills the **policyholder** or any member of the **policyholder's** family (who always live with the **policyholder**) as a passenger in a motor vehicle, a cyclist or a pedestrian.

## 2. Motor Legal Defence

To defend **your** legal rights if an event leads to **your** prosecution for an offence connected with the use or driving of an **insured vehicle**, but not a parking offence or an offence which suggests dishonesty by **you**.

## 3. Motor Contract Disputes

The **policyholder's** legal rights in a contractual dispute arising from an agreement which the **policyholder** has 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**. The **policyholder** must have entered into the agreement during the period of insurance. The amount in dispute must be more than €126.

## What is covered?

If an **appointed lawyer** is appointed by **us**, **we** will pay the **legal costs** for **insured incidents** under Motor Legal Protection. For **insured incidents** involving the death of or injury to **you**, **we** will initially pay the application fee required by the Personal Injuries Assessment Board (PIAB).

For all **insured incidents we** will help in appealing or defending an appeal provided that **you** tell **us** that **you** want **us** to appeal within the time limits allowed. Before we pay any **legal costs** for appeals, **we** must agree that it is more likely than not that the appeal will succeed. The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same cause is €130,000.

## What is not covered by this policy:

1. A claim where the **policyholder** 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

## Policy Information

- remedy that **we** have agreed to) or of making a successful defence.
- Any **legal costs** that are incurred before **we** agree to pay them.
  - The **insured vehicle** being used by anyone who does not have valid driving licence and/or insurance;
  - Fines, damages or other penalties, which **you** are ordered to pay by a court or other authority;
  - Any claim relating to the settlement payable under an insurance policy.
  - The use of an **insured vehicle** by you for hire or reward or in connection with the motor trade or **your** participation in racing, rallies, competitions or trials of any kind whatsoever.
  - Any claim caused by, contributed to by or arising from:
    - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
    - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
    - war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
    - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
  - Any disagreement with **us** that is not in Condition 7.
  - The cost of obtaining a medical report when registering a claim with the Personal Injuries Assessment Board (PIAB).
  - Any legal action **you** take which we or the **appointed lawyer** have not agreed to or where **you** do anything that hinders **us** or the **appointed lawyer**.
  - Your use or alleged use of the **insured vehicle** under the influence of alcohol or drugs.
  - Any claim arising from an event, which happens, or a series of events, which starts, outside the period of insurance.
  - Any claim which is false or fraudulent

- Any claim more specifically insured or any amount that **you** cannot recover from a more specific insurance because the insurer refuses the claim.

## Conditions

**You** must:

- keep to the terms and conditions of this policy;
  - take reasonable steps to keep any amount **we** have to pay as low as possible;
  - try to prevent anything happening that may cause a claim;
  - send everything we ask for, in writing;
  - give **us** full details of any claim as soon as possible and give **us** any information **we** need.

- We** can take over and conduct, in **your** name, any claim or legal proceedings at any time.

**We** can negotiate any claim on your behalf.

- You** are free to choose an **appointed lawyer** (by sending us a suitably qualified person's name and address) if:
  - we** agree to start court proceedings and it becomes necessary for a lawyer to represent **your** interests in those proceedings; or
  - there is a conflict of interest.
- In all circumstances except those in 2 (b) above, **we** are free to choose an **appointed lawyer**.
- An **appointed lawyer** will be appointed by **us** and represent **you** according to our standard terms of appointment. The **appointed lawyer** must co-operate fully with **us** at all times.
- We** will have direct contact with the **appointed lawyer**.
- You** must co-operate fully with **us** and with the **appointed lawyer** and must keep **us** up-to-date with the progress of the claim.
- You** must give the **appointed lawyer** any instructions that **we** require.



- 3 (a)** **You** must tell **us** if anyone offers to settle a claim.
- (b)** If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay further **legal costs**.
- (c)** **You** must not negotiate or agree to settle a claim without our approval.
- (d)** **We** may decide to pay **you** the amount of damages he or she is claiming instead of starting or continuing legal proceedings.

**4 You** must:

- (a)** tell the **appointed lawyer** to have **legal costs** taxed, assessed or audited, if **we** ask for this;
- (b)** take every step to recover **legal costs** and Personal Injuries Assessment Board application fee that **we** have to pay and must pay **us** any **legal costs** and Personal Injuries Assessment Board application fee that are recovered.

**5** If an **appointed lawyer** refuses to continue acting for **you** with good reason, or if **you** dismiss an **appointed lawyer** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed lawyer**.

**6** If **you** stop a claim without our agreement, or do not give suitable instructions to an appointed lawyer, the cover we provide will end at once.

**7** If there is a disagreement about the way **we** handle a claim that is not resolved through our internal complaints procedure, **you** can contact the Financial Services and Pensions Ombudsman for help.

Any dispute between **you** and **us** (about **our** liability over a claim or the amount to be paid) must be referred (within 12 months of the dispute arising) to an arbitrator appointed jointly by **you** and **us**. If **you** and **we** cannot agree on an arbitrator, the President of the Law Society of Ireland will decide on

the arbitrator and the decision of that arbitrator will be final. If **you** do not refer the dispute to arbitration within 12 months, **we** will treat the claim as abandoned.

**8 (a)** **You** may cancel the policy:

- i) within 14 working days of the date of its purchase (cooling-off period) with a refund of premium on a pro rata basis. In these circumstances the **insurer** shall not impose any financial cost on **you** other than the cost of the premium for that **period of insurance**; (the time on risk)
- ii) at any other time. In these circumstances **you** may be entitled to a partial refund of the premium subject to the individual terms of business between **you** and the person who sold **you** this policy. Please contact them directly for full details of charges.

No refund of premium shall be allowed if a claim has been or is later accepted by **us**. Notice of cancellation by **you** shall release **you** from any further obligation arising from the policy.

- (b)** **We** can cancel this policy at any time as long as we tell **you** at least 10 days beforehand.

**9** **We** 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.

**10** This policy will be governed by the laws of the Republic of Ireland.

**11** **You** cannot transfer **your** rights under this legal expense insurance.

**12** **We** may pursue legal proceedings in **your** name to recover any payments the insurer has made under this Motor Legal Protection insurance.

## Helpline Services

**We** provide these services 24 hours a day, 7 days a week during the period of insurance. To help **us** check and improve our service standards, **we** record all calls.

### **Legal Advice Service - Phone: 0818 303 013**

**We** will give **you** confidential legal advice over the phone on any personal legal problem, under the laws of the Republic of Ireland or the United Kingdom.

### **Health & Medical Information Service - Phone: 0818 254 164**

**We** will give **you** information over the phone on health and fitness, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side effects of drugs and how to improve general fitness.

**We will not be responsible to you if the Helpline Services fail for reasons we cannot control.**

If **you** are phoning from outside the Republic of Ireland please phone 00353 1 670 7470.



## Contact us

An Post Insurance  
Athlone Business Park  
Athlone, Co. Westmeath  
N37 EF40  
0818 22 22 22  
[www.anpostinsurance.ie](http://www.anpostinsurance.ie)

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