

## **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 repairers.

### 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 **you** become aware of any **event** which could lead to a **claim** by calling 0818 825 250. This is available 24 hours a day.

**You** must also let An Garda Síochána know 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

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# Your Insurance Contract

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

## This Policy Booklet

At FBD Insurance, **we're** always striving to refine **our** products and give **you** the highest standards of protection. **We** may update this **policy** booklet from time to time, to make various changes and to meet different laws and regulations.

When **you** take out **your policy**, **we** will give **you** the latest version of this **policy** booklet which will apply 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, **we** will provide a summary of any changes **you** need to be aware of under the "Changes to this policy booklet" heading at the end of the booklet.

## 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 **your 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 **An Post Insurance**.

## 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 **An Post Insurance**.

## 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** or relates to the Car Insurance product or Claims and Underwriting service provided by FBD Insurance plc, **An Post Insurance** will pass **your** complaint to **us**.

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](mailto:info@fspoi.ie)  
Website: [www.fspoi.ie](http://www.fspoi.ie)

## Governing law

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

## Stamp Duties Consolidation Act 1999

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

## Insurance Act 1936

**We** will pay any money due under the **policy** in the Republic of Ireland.

Signed for and on behalf of FBD Insurance plc.



**Sean Kelleher**

Chief Underwriting Officer

## Definitions

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

### Accident, accidental, accidentally

A sudden and unforeseen **event** or occurrence which:

- is caused unintentionally,
  - is not the result of a pre-existing or a gradually operating cause,
- and may give rise to a **claim** under **your policy**.

### Certificate

The **certificate** of insurance document **we** issue to **you** proving that **you** have taken out the motor insurance needed by law. It outlines who is insured to drive the **insured car**, the purposes for which **your car** is insured to be used and whether **you** are covered under **your policy** to drive any other car.

### Claim

A **claim** or series of **claims** arising out of or in connection with, or occasioned by, any one cause, peril, **event** or **accident**, that is covered under **your policy**.

### Cooling-off period

All 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**, **you** will be charged proportionally for the period **you** were on cover and no cancellation charge will apply.

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

### 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**. A written amendment or addition to **your** insurance contract that adjusts **your policy** terms and has priority over the general contract terms. The endorsements that apply to **you** are recorded in **your schedule**.

### Event

An **event** or occurrence which may give rise to a **claim** under **your policy**.

### Excess

The first part of a **claim** which **you** must pay. An **excess** applies to certain **claims** made under **your policy**. The **excess** amounts are recorded in **your schedule**.

### Insured car

The car recorded in **your schedule** (including its accessories as provided for in the manufacturer's specifications and spare parts while fitted to the car), or any vehicle to which cover is transferred with **our** consent during the **period of insurance**. Any references to the insured vehicle, vehicle or private motor vehicle in **your schedule** or **certificate** of insurance shall be read as referring to **your insured car**.

### Insured driver

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

### Insured person

Any person provided with cover under **your 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 as determined by a motor assessor appointed at **our** expense of replacing the **insured car** with one of the same make, model, specification, age and similar mileage / odometer reading. Modifications not forming part of the standard vehicle specification are excluded unless they were factory fitted prior to first registration or **we** have otherwise agreed to include **them**.

## Passenger

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

## Period of insurance, period of cover

The period for which **we** have accepted **your premium** and agreed to provide insurance as stated in the **schedule** and **certificate** or until **your** cover for the **period of insurance** is expired, lapsed or cancelled.

## Policy

The contract of insurance agreed between **you** and **us**. The contract is based on **your** completed insurance application including **your proposal form** or **statement of fact** and any further renewal applications or applications to amend **your** insurance. The **policy** includes:

- **your schedule**
- **your certificate**
- this **policy** booklet,
- any **endorsements** that apply, as recorded in **your schedule**, and
- any other documents or communications **we** send to **you** to form part of **your policy**.

## Premium

The payment **you** are required to give **us** for **your** insurance **policy**.

If **you** do not pay **your premium** or any **premium** instalment, even if **you** have paid one or more instalment already, **your policy** will be cancelled in line with condition 8 under the General conditions in this **policy** booklet.

## Private car

A **private car**, which:

- is built for the purpose of carrying passengers,
- is taxed for private use only, and
- can be driven with a category B driving licence.

## Proposal form, statement of fact

The information provided by **you** and the declarations made by **you** at the time the insurance was arranged or renewed. **We** rely on this information when agreeing to offer **you your** contract of insurance and the terms provided under **your policy** for the **period of insurance**.

## An Post Insurance

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

## Schedule

The document forming part of **your policy**, which records:

- **your** details,
- details of the **insured car**,
- the covers **you** purchased,
- the **period of insurance**, and
- the **endorsements**, that apply to **you**.

For full terms and conditions, **you** must read **your schedule** together with **your certificate**, this **policy** booklet and any other **policy** documents **we** send to **you**.

### **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 or persons (including bodies corporate) named in **your schedule** and **certificate** to whom the insurance **policy** has been issued including **your** legal personal representatives (for example a person who administers the estate of a person who has died).

## Your policy cover

Your protection under our insurance product, depends on your car, the uses and drivers of your car, and the level of cover you purchase.

The main cover types we can provide for are outlined below. Your schedule and certificate will tell you which covers are included under your policy.

You will need to read your schedule and certificate together with this policy booklet for full terms and conditions, including all benefits, limits of liability, restrictions and exclusions that apply.

### Comprehensive cover

Comprehensive cover gives you wide protection for accidental damage to or loss of your insured car.

Our comprehensive package combines cover from this policy booklet 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 of this policy booklet 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

Third party only insurance provides you with the minimum necessary cover, which you are required by law to hold when driving.

If you only have third party insurance cover, only Section 1 of this policy booklet will apply. This will limit cover to your legal liabilities where a claim is brought against you for material property damage or injury to others arising from the use of your insured car.

### Insured use

The insured use under your policy is recorded in your certificate under the 'Limitations as to use' and in your 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 can be extended to also include business use. If your policy includes cover for business use, we will record this in your certificate and schedule.

We do not provide cover when the **insured car** is being used in other situations or circumstances unless **we** have specifically agreed to this in advance and recorded it under the 'Limitations as to use' in **your schedule** and **certificate**.

### Drivers whose driving is covered

We provide a number of **insured driver** options. **Your certificate** and **schedule** will record the drivers covered to drive under **your policy**. These drivers are covered provided they observe the terms, provisions, conditions and **endorsements of your policy** and anything they reasonably require for cover to apply.

### Territorial limits

Unless otherwise specified in **your policy** wording, **we** will provide cover as recorded in **your schedule** for **events** which occur 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

- To apply for an extension of **your full policy** cover 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.

### Car breakdown assistance

If **your policy** includes car breakdown assistance, this will apply in Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands 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**.

**Your** no claim discount, and **our** no claim discount protection benefits, will only apply to the level of discount granted under **your** no claim discount scale. **Your** cover and the **premium we** charge may still be affected due to other factors, including **your claims** history.

## General exclusions of the policy

No cover is provided under **your policy** for any of the following, except where it is necessary to meet the requirements of the Road Traffic Acts.

If any part of any exclusion is found to be invalid or unenforceable, the remainder will remain in full force and effect.

### 1. Contractual liability exclusion

We will not pay any **claim**, loss, damage, cost, expense, consequential loss, financial loss, liability or injury for any liability under a contract, unless the same liability would have existed in the absence of the contract.

### 2. Drivers and uses exclusion

We will not pay for:

- (a) Any **claim**, loss, damage, cost, expense, consequential loss, financial loss, 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 **your 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 **claim**, loss, damage, cost, expense, consequential loss, financial loss, liability or injury arising out of any **event**:
  1. while the **insured car** is being used other than as recorded 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 **insured car** for **you**,
3. while the **insured car** is being used for any of the following, unless these are specifically recorded as being covered under the 'Limitations as to use' in **your certificate**:
    - hire or reward,
    - carrying **passengers** for hire or reward,
    - carrying goods for hire or reward.

### 3. Earthquake, riot or civil commotion exclusion

We will not pay for any **claim**, loss, damage, cost, expense, consequential loss, financial loss, liability or injury caused by earthquake, riot or civil commotion.

### 4. Radioactive contamination exclusion

- We will not pay for any **claim**, loss, damage, cost, expense, consequential loss, financial loss, liability or injury directly or indirectly caused by, contributed to or arising from:
- (a) ionising radiation from 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 any other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component of any installation reactor or other nuclear assembly,
  - (c) any weapon or tool or device employing atomic or nuclear fission and/or fusion or other similar reaction or radioactive force material or matter,
  - (d) any radioactive, toxic, explosive or other dangerous or contaminating properties of any radioactive material or matter.

## 5. War exclusion

We will not pay for any **claim**, loss, damage, cost, expense, consequential loss, financial loss, liability or injury caused by or as a direct consequence of war, invasion, act of foreign enemy, hostilities or armed conflicts (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

## 6. Terrorism exclusion

We will not pay for any **claim**, loss, damage, cost, expense, consequential loss, financial loss, 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.

For the purpose of this exclusion, **we** define contamination as contamination, poisoning or preventing or limiting the use of objects due to the effects of chemical or biological materials of any kind.

If **we** claim, by reason of this general exclusion, that any loss, damage, cost or expense, consequential loss, financial loss, liability or injury of any kind is not covered by this **policy**, **you** must prove otherwise.

## 7. Cyber risks and electronic risks exclusion

In line with the following cyber risks and electronic risks exclusion, **your policy** does not provide cover for loss, damage, consequential loss, economic loss, or liability which is caused by or which results from a cyber-attack.

If **you** have concerns that **you** are susceptible to cyber-attack or hacking, or **events** or acts of this nature, **you** may need to seek professional advice about protecting yourself.

**You** may also wish to enquire about cyber protection insurance cover, which is available from some specialist insurance companies.

### 1. Meaning of words

This exclusion contains words and phrases with a special meaning. **We** have explained these meanings below. To help **you** identify these words and phrases, **we** have printed them in bold wherever they appear in singular or in plural, together with words and phrases explained under the 'general definitions' of this **policy** booklet.

- (a) **Computer(s)** includes but is not limited to, any computerised or electronic: system; network; server; hardware; program; software; firmware; **data** (and any **data** storage device); record(s); information repository; microchip; integrated circuit or similar device (in **computer** equipment or non-**computer** equipment); electronic (digital or analog) device; communications device; cloud storage facility (including any other type of storage or back-up facility); microcontroller; intranet; extranet or website, whether owned by **you** or not.

- (b) **Consequential Loss** means any financial loss, or reduction in turnover or increased costs incurred, which is directly or indirectly caused by, contributed to by, arises from, or is occasioned by, or results from, any interruption to or interference with **your** personal or business activities, regardless of whether or not such loss has occurred due to loss or **damage** to any property, any **computers** or any **data**, whether owned by **you** or not.
- (c) **Damage** or **Damaged** means physical loss of, or destruction of, or distortion of, or deletion of, or corruption of, or physical damage to, **computers**, or **data**, or any other type of property, regardless of whether such physical loss, destruction, distortion, deletion, corruption or physical damage, is partial or total or temporary or permanent in nature.
- (d) **Data** includes but is not limited to (whether used in connection with a business or not):
  - (i) any information, facts, records, lists, concepts, knowledge, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted, retrieved, received or stored by a **computer**; and
  - (ii) any **computer** associated input or output.
- (e) **Denial of service attacks** means any actions or instructions constructed or generated with the ability to **damage**, interfere with or otherwise affect the availability of **computer** or electronic networks, network services, network connectivity or information systems. **Denial of service attacks** include, but are not limited to:
  - i) the generation of excess traffic into network addresses;
  - ii) the exploitation of system or network weaknesses;
  - iii) the generation of excess or non-genuine traffic between and amongst networks.
- (f) **Hacking** means unauthorised access to any **computer** or other equipment or component or system or item which processes, or stores, or transmits, or retrieves or receives **data**, whether owned by **you** or not.
- (g) **Liability** means any amount (including all costs and expenses) that **you** are held legally liable to pay:
  - i) for death, bodily injury (including any form or variety of mental injury, anguish, distress, nervous shock, trauma, psychological condition or disorder) or illness or disease; or
  - ii) for loss or **damage** to material property or for any type of financial loss (including fines and penalties); or
  - iii) for defamation, or libel or for any breach of data protection legislation, to any person, or group of people (whether employed by **you** or not), or to any institution, business organisation, firm, company or club.
- (h) **Malicious** or **damaging code** means any program code, programming instruction or any set of instructions intentionally constructed with the ability to **damage**, interfere with or otherwise adversely affect **computer** programs, **data** files or operations whether involving self-replication or not. A **malicious** or **damaging code** can include but is not limited to:
  - i) **computer** viruses, worms, Trojan horses, malicious **data** files or similar mechanisms; and
  - ii) any form or variation of phishing; and
  - iii) internet bots, spyware and adware or any such generally legitimate software when being used for malicious, or criminal, or unauthorised or illegal purposes.



## 2. What is not insured?

This **policy** does not provide any cover for any loss, **damage**, cost, expense, **consequential loss** or **liability** in respect of, or to, any **computer** or **data**, whether owned by **you** or not, where such loss, **damage**, cost, expense, **consequential loss** or **liability** is directly or indirectly caused by, contributed to by, arises from, or is occasioned by, or results from, any of the following:

- (a) the malicious or negligent transfer, electronic or otherwise, of a **computer** program that contains a **malicious** or **damaging code**;
- (b) **hacking** or **denial of service attacks**;
- (c) temporary or permanent impairment in the functionality, availability, range of use or accessibility of any **data**, any software or any **computer** programs, caused by or at the direction of any person or group of people or foreign power, government or country;
- (d) a deliberate malicious act by or at the direction of:
  - i) any person or group of people or foreign power, government or country which does not involve physical force or physical violence;
  - ii) **you** or to which **you** have consented;
  - iii) any person representing **you**, or by a service provider **you** have engaged, or by any of **your** family or **your** household.

In addition to the above and for the avoidance of doubt, this **policy** of insurance:

- (a) does not provide any cover in respect of the commercial value, goodwill value or monetary value of any **data** held on any **computer** or which is used by **you** in connection with **your** personal or business activities;
- (b) does not provide any cover in respect of any cost or expense incurred in:
  - i) retrieving, or restoring, or reproducing, or reconstituting, or

- rewriting, or replacing, any **data**;
- ii) re-inputting any **data** on any **computer**;
- iii) reinstalling or upgrading any **computer** or **data** software.

- (c) does not provide any cover for any cost or expense in respect of, or associated with, any ransom demand.

## 8. Injury, damage or loss in the course of employment exclusion

**We** will not pay for 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 by **you**.

## 9. Sonic bangs exclusion

**We** will not pay for any **claim**, loss, damage, cost, expense, consequential loss, financial loss, liability or injury of any kind which arises directly or indirectly from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

## 10. Airside liability exclusion

**We** will not pay for any **claim**, loss, damage, cost, expense, consequential loss, financial loss, liability, **accident** or injury caused while the **insured car** is in or on any aerodrome, airport, airfield, military base or similar establishment or location. The areas include, but are not limited to:

- any area for the take-off and landing of aircraft or the movement of aircraft on the ground and,
- any form of aircraft parking aprons including associated service roads, refueling areas, hangars, maintenance areas, ground equipment and vehicle parking areas, any areas for the loading and unloading of passengers or cargo and
- any part of any passenger terminal and
- any part or any area of an aerodrome, airport, airfield, military base or similar establishment or location where access is

refused, denied or forbidden to members of the public or any part or any area where vehicular access is refused, denied or forbidden to members of the public.

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

### 11. Transportation of hazardous or dangerous substances exclusion

**We** will not pay for any **claim**, loss, damage, cost, expense, consequential loss, financial loss, 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 similar 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 exclusions

In addition to any other vehicle restriction or vehicle that is recorded as being excluded in this **policy** booklet, **your schedule** or **your certificate**, **we** will not pay for any **claim**, loss, damage, cost, expense, consequential loss, financial loss, 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.

### 13. Consequential loss exclusion

In the event of loss or damage covered by this **policy**, **we** will not pay for any consequential financial loss.

### 14. Date recognition exclusion

**We** will not pay for any **claim**, loss, damage, cost, expense, consequential loss, financial loss, liability or injury which arises directly or indirectly from, or is traceable to, the failure or inability of any:

- (a) electronic circuit, microchip, integrated circuit microprocessor, embedded system hardware, software, firmware, program, computer equipment, telecommunication or systems or any similar device; or
- (b) media or systems used in connection with any of the foregoing, whether **your** property or not:
  - i) to correctly recognise any date as its true calendar date;
  - ii) to capture, save, retain and/or correctly manipulate, interpret or process any data, information, command or instruction as a result of treating any date otherwise than as its true calendar date;
  - iii) to capture, save, retain, or correctly process any data as a result of the operation of any command which has been programmed into any computer software as a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.

This exclusion will not apply to any subsequent damage which may arise from any such failure where the loss or damage is otherwise covered under the terms of this **policy**.

### 15. Sanctions exclusion

**We** will not provide cover and will **we** not make any payment or provide any service or benefit to **you** or any other party entitled to indemnity under this **policy** to the extent that such cover, payment, service, benefit and/or any business or activity **you** are involved in would violate any applicable trade or economic sanctions, laws, regulations, prohibitions or restrictions under United Nations resolutions or the trade or economic sanctions, laws or regulations

of the European Union, United Kingdom or otherwise to sanction laws or regulations to which Irish citizens or businesses are bound or required to comply with.

## 16. Data protection regulations breaches exclusion

We will not pay for any **claim**, fines, penalties, punitive damages or exemplary damages which are levied or imposed on **you** under any legal authority for non-compliance with or for a breach of any data protection legislation or the infringement or breach of any person or groups legal or constitutional rights.

## 17. Communicable viruses and diseases exclusion

In line with the following communicable viruses and diseases exclusion, **your policy** does not provide any cover for loss, damage, consequential loss, economic loss, or liability which is caused by or which results from a communicable virus or disease.

### 1. What is a communicable virus or disease?

For the purposes of this exclusion, a communicable virus or disease is any virus or disease, whether naturally occurring or not, that can be transmitted by means of any substance or agent from any organism to another organism (including human beings) where:

- a) the substance or agent includes, but is not limited to:
  - a virus, bacterium, parasite or other organism;
  - or any variation or mutation of these, whether deemed living or not, and
- b) the method of transmission, whether direct or indirect, includes but is not limited to:
  - airborne transmission;
  - bodily fluid transmission;
  - transmission from or to any surface or object, solid, liquid or gas;
  - transmission between organisms, and
- c) the virus, disease, substance or agent can:
  - cause or threaten damage to human

- health or human welfare; or
- cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use, of property.

Communicable viruses and diseases include but are not limited to:

- Coronavirus disease (COVID-19), Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), Ebola, Marburg Virus Disease, Middle East Respiratory Syndrome (MERS), Anthrax, Rabies, Foot and Mouth Disease (FMD), Lyme Disease, Salmonellosis, brucellosis or any mutation or variation;
- any man-made, or reproduced, or resurrected, or manufactured or synthetically developed or produced, viruses or diseases.

For the avoidance of doubt, communicable viruses and diseases also include any viruses and diseases that are spread by or transmissible from:

- Humans to other humans.
- Humans to animals (including mammals, fowl and poultry).
- Animals (including mammals, fowl and poultry) to humans.
- Animals (including mammals, fowl and poultry) to other animals (including mammals fowl and poultry).

### 2. What is not insured?

Any loss, damage, financial loss, cost, expense, liability or **claim** of any type or nature, which occurs at any time, which is directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

- (a) any communicable virus or disease, or
- (b) the fear or threat (whether actual or perceived) of a communicable virus or disease, or
- (c) any action taken to, or in an attempt to, control, prevent or suppress in any way such communicable virus or disease or the spread or transmission of same, or
- (d) the acts of malicious persons who

maliciously, deliberately or recklessly cause any substance or agent capable of causing a communicable virus or disease to come into contact with the property of any person or entity or cause or attempt to cause another person or persons to contract a communicable virus or disease,

regardless of any other cause contributing concurrently or in any sequence to the loss, damage, financial loss, cost, expense, liability or **claim**.

### 18. Shortage of utility supplies exclusion

**We** will not pay for any loss, damage, liability, **claim**, cost or expense of any nature whatsoever resulting from, or directly or indirectly caused by or contributed to by, or arising out of or in connection with:

- i) any deliberate or intentional act of a supply undertaking in withholding, cutting off, interrupting, rationing or restricting the supply of water, gas, electricity, fuel, telecommunications, or wireless network services or any other type of utility service, or
- ii) the inability of a utility supplier to continue to provide or maintain their service or supply of water, gas, electricity, fuel, telecommunications, or wireless network services or any other type of utility service,

due to any shortage or the unavailability or the interruption of, or the fear or threat (whether actual or perceived) of any shortage, unavailability or interruption (whether permanent or temporary or total or partial in nature) of any supplies, materials, fuels, services, machinery, equipment or systems (including but not limited to computer systems) that the utility supplier requires to enable them to operate their business and supply the utility that they manufacture, or produce, or create, or supply, or provide to **you**.

### 19. Excess

An **excess** is the part of a **claim** cost that **you** must pay. **Excesses** apply to certain types of **claims**. The **excesses** that apply to **your policy** are recorded in **your schedule**. In the event of a valid **claim** under **your policy**, **we** will, after **we** have applied all other **policy** terms, conditions, limitations, exclusions and exceptions, reduce any amount that **we** are liable to pay in respect of the **claim** by the amount of the relevant **excess** that is applicable to **your policy**.

## General conditions of the policy

**You** or any other person claiming under **your policy** must comply with the following general **policy** conditions to avail of the full protection provided by the **policy**.

If **you** do not take reasonable care to meet these conditions, **you** may face:

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

Nothing in the terms of **your policy**, will affect the right of any person to recover a payment under or in line with, the Road Traffic Acts.

### 1. Your duty

#### (a) Give us full information when applying for or renewing your policy

**You** must answer all **our** questions honestly and with reasonable care. The information provided in **your** insurance application including **your proposal form** or **statement of fact** and any renewal applications or other 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) Always keep your policy up to date

**You** must tell **us** if there is any change in the information recorded in **your schedule**, **certificate** and completed insurance application, after the **policy** has started.

**We** will then let **you** know of any change in **your premium** or **policy** terms.

**We** will not cover any of the following changes in risk after **your policy** has started, unless **you** have told **us** about them and **we** have agreed to cover them:

- Any replacement of the **insured car** with another car, or any change in the registration number or identification number of the **insured car** as recorded in **your schedule** and **your certificate**.
- Any alteration to the mechanics, structure, performance or handling of the **insured car**.
- Any change in the use of the **insured car** outside:
  - the purposes **you** disclosed to **us** when taking out or renewing **your policy**,
  - the use of the **insured car** recorded in **your schedule**, and
  - the limitations as to use recorded in **your certificate**.
- Any change in the main driver of the **insured car**.
- Any disqualification of any **insured driver** from driving, or if any **insured driver** has received any driving conviction.
- Any change in the physical or medical condition of any **insured driver** impairing their ability to drive safely.

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) Keep to the terms of your policy

**You** or any person making a **claim** under **your policy** must take reasonable care to observe and fulfil the terms, provisions, conditions and **endorsements of your policy** and anything they reasonably require for cover to apply.

### 2. Looking after your car

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

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 anti-freeze, oil and other 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) **Do not indicate responsibility**

**You** must not admit or deny responsibility for any **claim** made against **you** or make any offer, agreement, negotiations or promise of payment or reimbursement without **our** prior consent.

(b) **Tell us about any event which could lead to a claim.**

**You** must tell **us** within 48 hours after **you** become aware of any **accident** or **event** which may lead to a **claim** under **your policy**, or any possible prosecution or inquest which may give rise to liability under **your policy**. **You** must do this whether a **claim** will be made or not. Call 0818 825 250.

(c) **Forward correspondence**

As soon **you** receive it and without answering it, **you** must

- send **us** any letter, **claim**, legal proceedings, summons or other notice in connection with any **event**.

- send **us** any letter or communication from the Personal Injuries Assessment Board (PIAB).

(d) **Report to An Garda Síochána if necessary**

After **you** become aware of any **event** of theft, attempted theft, vandalism, or any other malicious and deliberate act, **you** must make a report within 24 hours to:

- An Garda Síochána, or
- the relevant police authority with jurisdiction where the **event** occurs.

**You** must also let these authorities give **us** any information or help **we** may need.

(e) **Give us any information we need**

**You** must at **your** own expense and within the timeframe **we** set out, give **us** full details about the **claim**, including any documents, evidence or proof **we** may require. These details must be as accurate as is reasonably possible.

(f) **Get our approval for repairs**

**You** must not go ahead with any repairs without **our** approval.

(g) **Assist us during the claims process**

**You** must give **us** any further help, assistance, co-operation or information as **we** may reasonably require during the **claims** process.

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

(a) **To salvage**

We will be entitled to:

- Take possession of or dispose of **your insured car** after it is damaged and
- Keep any residual salvage value, at any time during the course of a **claim**.

This condition will not make **us** responsible for **your** property or impact on any other condition under the **policy** that applies to **you** or **us**.

**You** may not abandon any property to **us** for **us** to deal with.

**(b) To defend or settle legal action**

**We** can take over and manage legal proceedings in **your** name, or in the name of any other **insured person**. This may be to defend, settle or prosecute any **claim** for insurance cover or damages.

**(c) To take legal action to recover payment**

**We** can take proceedings in **your** name, or in the name of any other **insured person**, to recover any payment **we** have made under **your policy**, at **our** own expense.

**(d) To your co-operation**

**We** can decide how any proceedings or **claim** settlements are handled. **You**, or any other **insured person**, must give **us** all the information and help **we** require.

**5. Other insurance or contribution**

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** proportional share of any loss, damage, cost or expense.

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 **your policy**.

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**.

**6. Disputes between you and us**

If an issue cannot be resolved through **our** complaints process, any dispute between **you** and **us** under **your policy** must be referred to either:

- (a) the Financial Services and Pensions Ombudsman (FSPO), or
- (b) to 'arbitration', a process using an independent person known as an 'arbitrator' to help settle the dispute.

For the FSPO, **you** may use the contact details provided under the Complaints heading of this **policy** booklet, in the 'Your insurance contract' section.

For arbitration, the arbitrator will be appointed by agreement between **you** and **us**. If **we** cannot agree, the authorised body identified in the current arbitration legislation will appoint the arbitrator.

If **you** do not refer a disputed **claim** to arbitration with **us** within 12 months of **your claim** being turned down, **we** will treat the **claim** as if **you** have agreed not to pursue it.

**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** or any other driver.

**8. Cancellation of the policy**

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

**You** must return **your** 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 after 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**.

## 9. Suspension of the policy

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

If **you** are paying by direct debit, **we** will continue to collect **your** direct debit installments 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.

While **your policy** is fully suspended, all cover will be suspended including driving of other cars, if applicable, and no cover section will apply.

## 10. Pay your 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: **You** must complete payment of the **premium** amount in full and the payment must be cleared.
- (b) Instalments: **You** must complete payment of all **premium** instalments on time and in full in line with **your premium** payment plan agreement with **An Post Insurance**.
- (c) Fees and charges: **We** will provide details of any additional fees and charges, which apply to **your policy** in the **Terms of Business**.

If **you** do not pay **your premium** or any **premium** 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 this **policy booklet**.

## 11. Fraud

**You** must not act in a fraudulent way. No cover will apply:

- If **you** or any person entitled to cover under **your 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.

**We** may keep **your** full **premium** if **your policy** is cancelled due to fraud.

## 12. Discharge of liability

If **we** have to make a payment to more than one **insured person** in the **event** of an **accident** or loss, the maximum amount **we** will pay, regardless of the number of people insured, will be the specific limit of indemnity recorded in this **policy** booklet or **your schedule** or **certificate**, including any applicable **endorsement**.

A limit of indemnity or limit of liability is a maximum amount **we** will pay under **your policy**.

## 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

#### What is third party insurance cover?

The purpose of this section is to cover **accidental** injury to other people or **accidental** damage to their material property, as a direct result of any **insured driver** driving the **insured car**. It provides protection in case of a road **accident**, which gives rise to **claims** being made against **you** or any **insured driver**.

- Cover for damage to someone else's property applies up to €30 million, and
- Cover for bodily injury to others is unlimited.

Further details of the cover provided by Section 1- Third party insurance cover, if it is active under **your policy**, are outlined below.

#### 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** recorded 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 **your 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** (but excluding any other driver) while **you** are driving a **private car** other than the **insured car** on the island of Ireland, provided:

1. the other 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. 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,

## Policy Information

5. it is maintained in a roadworthy condition in line with general condition 2 in this **policy** booklet, and
6. **you** continue to observe the terms, exclusions, conditions and **endorsements of your policy** in so far as they can apply.

This extension applies to **private cars** built for the purpose of carrying passengers, which are taxed for private use, which can be driven with a category B driving licence, and which are driven with the owner's permission only.

**We** will not provide any cover under this extension for any vehicle that is not a **private car**, including but not limited to:

- any van,
- any car-van,
- any jeep with no seats in the back, or
- any van adapted to carry **passengers**.

### Trailers

The cover provided under Section 1 - Third party insurance cover, 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 **you**, 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

### What is cover for loss or damage to the insured car?

The purpose of this section is to cover damage caused to the **insured car**, as a direct result of an insured risk.

Unless **we** have specifically recorded otherwise under **your policy** wording:

- If **you** purchase 'Comprehensive' cover, the risks insured under this section will include **accidental** damage, as well as fire, self-ignition, theft and attempted theft.
- If **you** purchase 'Third party, fire and theft' cover, the risks insured under this section will be limited to fire, self-ignition, theft and attempted theft only.

Further details of the cover provided by Section 2- Loss or damage to the **insured car**, if it is active under **your policy**, are outlined below.

### Cover provided

**We** will pay for **accidental** loss of 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 **your policy** includes the 'courtesy car' benefit.

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 insured 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 the **market value** of such a car 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**.

## 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 **insured 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 **insured car** if 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.

## Damage to your car by an uninsured vehicle

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

**You** must:

1. report the **accident** to An Garda Síochána 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. **your** usual residence or any other 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 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, the **insured car** is the subject of a hire, lease or finance agreement (including hire purchase), any payment will be made to the owner described in the agreement, after which **we** will 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 up to €400, and
2. payment to any person other than **you** will be paid direct to that person under the same terms, exclusions, conditions and **endorsements** of **your 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 up to €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 per **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 **your schedule**,
11. the **excess** amount shown in the **schedule**.

12. Loss of or damage to any modifications on, in or to the **insured car**, unless they form part of the standard vehicle specification and were factory fitted prior to first registration, or **we** have otherwise agreed to include them.

## 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 **your 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 benefits outlined in this section will only apply to your policy if they are recorded in your schedule. If a benefit is not recorded in your schedule no cover will apply.**

**Cover is subject to the limits of liability, conditions, and exclusions recorded in your schedule, certificate and in this policy booklet.**

### What are additional benefits?

The purpose of this section is to allow further benefits to be included under **your policy**, in addition to **your** core car insurance cover.

**We** may provide additional benefits either as standard with the level of car insurance cover **you** purchase, or as optional extras which **you** can purchase for an additional **premium**.

**Your** quotation and renewal documents will outline the standard and optional benefits which apply to **your policy**.

Further details of the benefits under Section 4- Additional benefits, if they are active under **your policy**, are outlined below.

### Courtesy Car

This benefit will only apply to **your policy** if it is recorded in **your schedule**. If it is not recorded in **your schedule**, no cover will apply.

Provided the loss or damage is insured under Section 2 of **your 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 **insured 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 **your policy**.

### Medical expenses

This benefit will only apply to **your policy** if it is recorded in **your schedule**. If it is not recorded in **your schedule**, no cover will apply.

Provided **you** are not eligible for a higher benefit under Section 4 - Additional benefits - 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

This benefit will only apply to **your policy** if it is recorded in **your schedule**. If it is not recorded in **your schedule**, no cover will apply.

**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 or permanent loss of use of one or more limbs at or above the wrist or ankle	€15,000
<b>d.</b>	hospital expenses incurred after an <b>accident</b> , for which there is a <b>claim</b> under <b>your policy</b>	up to €350 a week and €3,000 in total
<b>e.</b>	medical and physiotherapy expenses	up to €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 for the first three days of hospitalisation,
4. any **claim** of more than one benefit for 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

This benefit will only apply to **your policy** if it is recorded in **your schedule**. If it is not recorded in **your schedule**, no cover will apply.

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

- Fire, self-ignition, lightning, explosion, theft, attempted theft,
- Section 2 - Damage to **your** car by an uninsured vehicle 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%

**Your** no claim discount and **our** no claim discount protection benefits will only apply to the level of discount granted under **your** no claim discount scale. **Your** cover and the **premium we** charge may still be affected due to other factors, including **your claims** history.

### Step-back no claim discount

This benefit will only apply to **your policy** if it is recorded in **your schedule**. If it is not recorded in **your schedule**, no cover will apply.

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

- Fire, self-ignition, lightning, explosion, theft, attempted theft,
- Section 2 - Damage to **your** car by an uninsured vehicle 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.

**Your** no claim discount and **our** no claim discount protection benefits will only apply to the level of discount granted under **your** no claim discount scale. **Your** cover and the **premium we** charge may still be affected due to other factors, including **your claims** history.

## Comprehensive driving of other cars

This benefit will only apply to **your policy** if it is recorded in **your schedule**. If it is not recorded in **your schedule**, no cover will apply.

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** (but excluding any other driver) are driving a **private car** other than the **insured car** on the island of Ireland, provided:

1. the other 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.
7. it is maintained in a roadworthy condition in line with general condition 2 in this **policy** booklet, and
8. **you** continue to observe the terms, exclusions, conditions and **endorsements** of **your policy** in so far as they can apply.

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

- (a) This extension applies to **private cars** built for the purpose of carrying passengers, which are taxed for private use, which can be driven with a category B driving licence, and which are driven with the owner's permission only.

**We** will not provide any cover under this extension for any vehicle that is not a **private car**, including but not limited to:

- any van,
- any car-van,
- any jeep with no seats in the back, or
- any van 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 recorded in **your schedule**. All **endorsements** are subject to the terms, exclusions, limitations and conditions contained in **your policy**.

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

## P601. Accidental damage excess

**We** will not pay the first amount recorded in **your 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, personal belongings and damage to **your** car by an uninsured vehicle.

**Your** no claim discount will not be reduced by a **claim** for fire, self-ignition, lightning, explosion, theft or 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 reduced by a **claim** for fire, self-ignition, lightning, explosion, theft or 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, there will be no cover to drive other cars, if applicable.

**Your** no claim discount will not be reduced 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

No cover will 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 **your 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 - Third party insurance cover to provide cover to the **insured driver's** employer recorded in **your 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 recorded 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 **your policy** in so far as they can apply.

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

The cover provided by **your policy** will include the trailers described in the **schedule**. For the purposes of **your policy** the trailer and any plant forming part of or permanently attached to the trailer shall together be deemed to form a trailer but no cover will apply for:

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 - Third party insurance cover will, subject to its terms and limitations, apply to any trailer recorded in **your 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 under **your policy**.

### **P634. Medical expenses**

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

### **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 - Third party insurance cover has been deleted.

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

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

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

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

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

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

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

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

### **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 window glass 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 reduced 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 - Third party insurance cover of **your policy** 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. For full terms and conditions, always read **your policy** booklet, together with **your schedule**, **certificate** and any applicable **endorsements**.

Changes we introduced with this policy booklet version API041-8 25.07.24	
Section	Key change
<b>General Definitions</b>	<p><b>We</b> have included <b>new</b> definitions to explain words and phrases <b>we</b> use and give greater certainty when interpreting <b>your policy</b> cover. The new definitions can be found in the 'General definitions' section and include:</p> <ul style="list-style-type: none"> <li>● Accidental, accidentally; ● Cooling-off period; ● Period of cover;</li> <li>● Premium; ● Private car.</li> </ul> <p><b>We</b> have updated wording attaching to some existing definitions to better explain these words and phrases, which can also be found in the 'General definitions' section and include:</p> <ul style="list-style-type: none"> <li>● Certificate; ● Claim; ● Endorsement; ● Market value; ● Policy; ● Schedule; ● You, your, the insured.</li> </ul>
<b>Your Policy cover</b> <b>Territorial limits</b>	<p>Under the heading 'Extended travel or travel outside the EU' <b>we</b> have noted that if <b>your policy</b> includes Car breakdown assistance, that this cover will apply in Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands only.</p>
<b>General exclusion of the policy</b>	<p><b>A. We</b> have updated the following general exclusions of the <b>policy</b>:</p> <ul style="list-style-type: none"> <li>● 1. Contractual liability exclusion; ● 2. Drivers and uses exclusion;</li> <li>● 3. Earthquake, riot or civil commotion exclusion; ● 4. Radioactive contamination exclusion; ● 5. War exclusion ● 6. Terrorism exclusion</li> <li>● 9. Sonic bangs exclusion; ● 10. Airside liability exclusion;</li> <li>● 11. Transportation of hazardous or dangerous substance exclusion and ● 12. Non-standard vehicles exclusion.</li> </ul> <p><b>B. We</b> have renamed general exclusion number 7, which was previously titled ● 7. 'Cyber risks' to ● 7. 'Cyber risks and electronic risk exclusion' and included new wording updates for this exclusion.</p> <p><b>C. We</b> have added seven additional new exclusions (numbered 13 to 19), to better highlight some of the general events, <b>claims</b> and losses that <b>your</b> car insurance policy is not intended to cover.</p> <p>The new more specific general exclusions <b>you</b> should be aware of are:</p> <ul style="list-style-type: none"> <li>● 13. Consequential loss exclusion; ● 14. Date recognition exclusion;</li> <li>● 15. Sanctions exclusion; ● 16. Data protection regulations breaches exclusion; ● 17. Communicable viruses and diseases exclusion;</li> <li>● 18. Shortage of utility supplies exclusion and ● 19. Excess.</li> </ul>

<p><b>General conditions of the policy</b></p>	<p><b>1. We</b> have updated the introductory text to the General conditions of the <b>policy</b> to again highlight the consequences for <b>you</b> the customer of failing to meet the General conditions of <b>your policy</b>.</p> <p><b>We</b> have also taken the opportunity to updated and extend the following policy conditions:</p> <p>General condition - <b>1. Your duty</b></p> <p><b>We</b> have included updated terms under general condition 1, requiring <b>you</b> to tell <b>us</b> about changes in the information recorded in <b>your schedule</b> and completed insurance application. <b>We</b> have made it clear that <b>we</b> will not cover any of the following changes in risk after <b>your policy</b> has started, unless <b>you</b> have told <b>us</b> about them and <b>we</b> have agreed to cover them:</p> <ul style="list-style-type: none"> <li>• Any replacement of the <b>insured car</b> with another car, or any change in the registration number or identification number of the <b>insured car</b> as recorded in <b>your schedule</b> and <b>your certificate</b>.</li> <li>• Any alteration to the mechanics, structure, performance or handling of the insured car.</li> <li>• Any change in the use of the <b>insured car</b> outside: <ul style="list-style-type: none"> <li>– the purposes you disclosed to <b>us</b> when taking out or renewing <b>your policy</b>,</li> <li>– the use of the <b>insured car</b> recorded in <b>your schedule</b>, and</li> <li>– the limitations as to use recorded in <b>your certificate</b>.</li> </ul> </li> <li>• Any change in the main driver of the <b>insured car</b>.</li> <li>• Any disqualification of any <b>insured driver</b> from driving, or if any insured driver has received any driving conviction.</li> <li>• Any change in the physical or medical condition of any <b>insured driver</b> impairing their ability to drive safely.</li> </ul> <p>General condition - <b>3. Your obligation in the event of a claim or prosecution</b></p> <p><b>We</b> have added sub-headings to each point to make it clearer what <b>your</b> obligations are in the <b>event</b> of a <b>claim</b> or prosecution. These include to:</p> <p>3 (a) Do not indicate responsibility</p> <p>(b) Tell <b>us</b> about any <b>event</b> which could lead to a <b>claim</b></p> <p>(c) Forward correspondence</p> <p>(d) Report to An Garda Síochána if necessary;</p> <p>(e) Give <b>us</b> any information <b>we</b> need; and</p> <p style="padding-left: 20px;">the new additions of sub-headings (f) and (g) which are:</p> <p>(f) Get <b>our</b> approval for repairs,</p> <p>(g) Assist <b>us</b> during the <b>claims</b> process.</p> <p>General condition - <b>4. Our rights in the event of a claim or recovery</b></p> <p>This updated and new text replaces the previous text. It now appears as four distinct subheadings to make it clearer to <b>you, our</b> rights in the <b>event</b> of a <b>claim</b> or recovery. These sub-headings are:</p> <p>4 (a) To salvage</p> <p>(b) To defend or settle legal action</p> <p>(c) To take legal action to recover payment</p> <p>(d) To <b>your</b> co-operation.</p>
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<p><b>General conditions of the policy</b> (continued)</p>	<p>General condition - <b>5. Other insurance or contribution</b> <b>We</b> have renamed general condition number 5, which was previously titled ● 5. 'Other insurance' to ● 5. 'Other insurance or contribution' <b>We</b> have updated this wording to note when this condition will not apply.</p> <p>General condition - <b>6. Disputes between you and us</b> <b>We</b> have extended this wording noting that <b>your</b> right to redress, can come through either the Financial Services and Pensions Ombudsman (FSPO) or Arbitration.</p> <p>General condition - <b>7. Our right to reclaim payments</b> <b>We</b> have extended this wording to note that <b>we</b> have the right to get payment back from <b>you</b> or any other driver if <b>we</b> are required under the Road Traffic Acts or any law, to pay a <b>claim</b>, which the <b>policy</b> does not cover.</p> <p>General condition - <b>11. Fraud</b> <b>We</b> have renamed general condition number 11, which was previously titled ● 11. 'Fraudulent claims' to ● 11. 'Fraud'. In addition, <b>we</b> extended this wording to note that <b>you</b> must not act in a fraudulent way and that <b>we</b> may keep <b>your</b> full <b>premium</b> if <b>your policy</b> is cancelled due to fraud.</p> <p>General condition - <b>12. Discharge of liability</b> <b>We</b> have renamed general condition number 12, which was previously titled ● 12. 'Application of limits of indemnity' to ● 12. 'Discharge of liability'. <b>We</b> have extended this wording to note that the application of limits of indemnity applies in the <b>event</b> of an <b>accident</b> or loss.</p>
<p><b>Section 1 – Third party insurance cover</b></p>	<p><b>We</b> have new introductory wording in this section explaining 'What is third party insurance cover?'</p>
<p><b>Section 1 – Third party insurance cover</b></p>	<p>If 'Section 1-Third party insurance cover' is active under <b>your policy</b>, the following changes apply.</p> <p><b>Third party driving of other cars</b></p> <p>If <b>we</b> have recorded in Section 5 of <b>your certificate</b> that <b>your policy</b> includes the 'Third party driving of other cars' cover extension, this extension now includes the following additional requirements:</p> <ul style="list-style-type: none"> <li>• that minimum insurance for the other car complying with the Road Traffic Acts is operative in another person's name, under a separate insurance <b>policy</b>,</li> <li>• that the other car is maintained in a roadworthy condition in line with general condition 2 in this <b>policy</b> booklet,</li> <li>• that <b>you</b> continue to observe the terms, exclusions, conditions and <b>endorsements</b> of <b>your policy</b> in so far as they can apply, and</li> <li>• that the other car is built for the purpose of carrying passengers, is taxed for private use, can be driven with a category B driving licence and which are driven with the owner's permission.</li> </ul> <p>To view these updates alongside the full terms and conditions applying to the Third party driving of other cars cover extension, if it active under <b>your policy</b>, please see Section 1-Third party insurance cover-Third party driving of other cars.</p>

<b>Section 2 - Loss or damage to the insured car</b>	<b>We</b> have new introductory wording in this section explaining ‘What is cover for loss or damaged to the <b>insured car</b> ?’
<b>Section 2 - Loss or damage to the insured car</b>	If ‘Section 2-Loss or damage to the <b>insured car</b> ’ is active under <b>your policy</b> , point (b) under the ‘Uninsured driver protection’ text has changed as follows: If <b>you</b> have a valid accidental damage <b>claim</b> involving another identified vehicle where: (b) the other vehicle is not insured, the damage to the <b>insured car</b> will be covered under this <b>policy</b> and <b>your</b> no claim discount will not be affected.
<b>Section 2 - Loss or damage to the insured car</b>	<b>We</b> have renamed the cover benefit, which was previously titled • ‘Uninsured driver protection’ as • ‘Damage to <b>your car</b> by an uninsured vehicle’
<b>Section 2 - Loss or damage to the insured car</b>	If ‘Section 2-Loss or damage to the <b>insured car</b> ’ is active under <b>your policy</b> , point (l) under the ‘Theft of keys’ benefit has been extended to include <b>your</b> usual residence or any other private residence at which <b>you</b> are spending the night.
<b>Section 2 - Loss or damage to the insured car</b>	<b>We</b> have added a new exclusion (numbered 12), to this section, which notes that <b>We</b> will not pay for: <b>12.</b> Loss of or damage to any modifications on, in or to the <b>insured car</b> , unless they form part of the standard vehicle specification and were factory fitted prior to first registration, or <b>we</b> have otherwise agreed to include them.
<b>Section 4 - Additional benefits</b>	<b>We</b> have new introductory wording in this section explaining ‘What are additional benefits?’ <b>We</b> have clearly noted under each described benefit, that the benefit will only apply to <b>your policy</b> if it is recorded in <b>your schedule</b> . If it is not recorded in <b>your schedule</b> , no cover will apply.
<b>Section 4 - Additional benefits</b>	Benefit (c) under the Additional benefit called: <b>Driver accident protection</b> has been extended from • ‘loss of one or more limbs’ to • ‘loss of one or more limbs or permanent loss of use of one or limbs at or above the wrist or ankle’. This benefit will only apply to <b>your policy</b> if it is recorded in <b>your schedule</b> . If it is not recorded in <b>your schedule</b> , <b>you</b> do not have cover for <b>Driver accident protection</b> .
<b>Endorsements</b>	<b>We</b> have updated the wording of <b>endorsement P604. Third party, fire and theft</b> to read as follows: <b>P604. Third party, fire and theft</b> The cover provided under Section 2 - Loss or damage to the <b>insured car</b> , is limited to: • <b>claims</b> 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 and damage to <b>your</b> car by an uninsured vehicle. <b>Your</b> no claim discount will not be reduced by a <b>claim</b> for fire, self-ignition, lightning, explosion, theft or attempted theft or windscreen cover.

## Policy Information

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
<b>How total loss claims will be settled - We</b> have amended 'How total loss claims will be settled' in Section 2 to state that the <b>market value</b> will be used as a basis to settle total loss <b>claims</b> . Previously this stated that <b>we</b> would use the lower of the estimated value or the <b>market value</b> .	API041-6      02.22

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







# 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,  
1 Hatch Street Upper, Dublin 2, D02 PY28.  
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,  
1 Hatch Street Upper, Dublin 2, D02 PY28.

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,  
1 Hatch Street Upper, Dublin 2, D02 PY28.  
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:

- causes damage to the **insured vehicle** or to personal property in it; or
- injures or kills **you** while he or she is in or on the **insured vehicle**; or
- injures or kills the **policyholder** while the **policyholder** is driving another motor car or motor cycle; or
- 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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