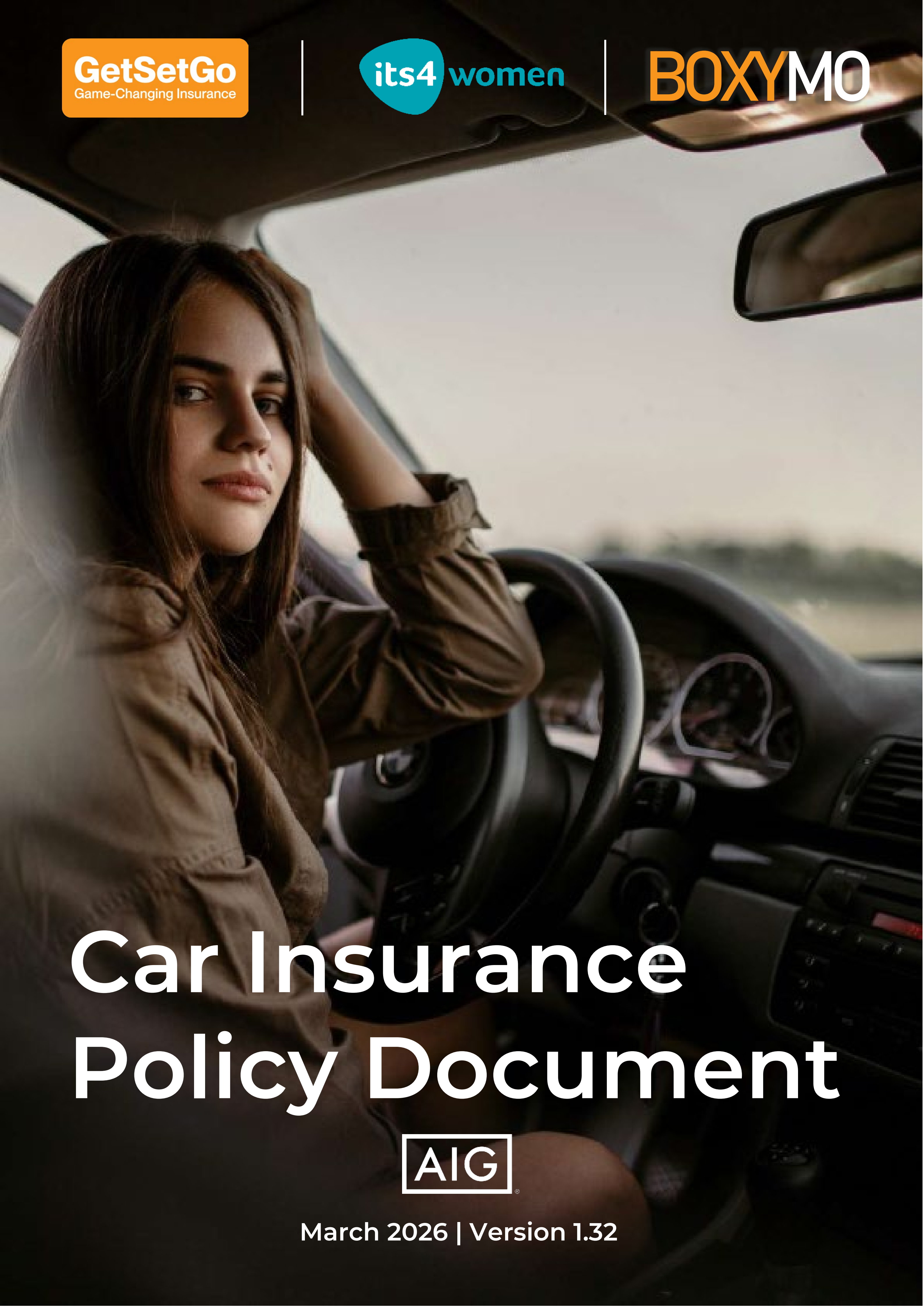
GetSetGo Game-Changing Insurance | its4women | BOXYMO



Car Insurance Policy Document

AIG

March 2026 | Version 1.32

Helpful Numbers

Car Insurance Claims Team: 01 859 9700
Windscreen Claims: 01 859 9899

How to Make a Claim

Our aim is to get **your car** back on the road as quickly as possible. **We** believe that making a claim should be easy. **Our car** claims teams are available 24 hours a day, 365 days a year to assist **you** with **your** queries.

- Telephone Car Insurance Claims Team on 01 859 9700 with the first notification of **your** claim. They will advise **you** what to do next and issue all appropriate documentation immediately.
- Where Comprehensive Cover applies **your insurer's** approved repairer network can be availed of. In the event of the vehicle being unfit to drive they will tow **your** vehicle. This will safeguard the vehicle from any further damage from vandals or against theft of parts. Repairs can commence immediately. If the approved repairers are not used, obtain an estimate, and advise **your insurer** immediately and they can appoint an assessor if necessary. **You** may appoint an assessor to act in **your** interest (any such appointment will be at **your** expense).
- When repairs have been completed pay any contribution for which **you** may be responsible (the **excess**) and then take delivery of **your car**.

Your Car Insurance - Key Benefits*

- New replacement **car** (if **your** damaged **car** is within 12 months of the date of the first registration as new and you have been the sole owner).
- Up to €750 audio or in-car entertainment equipment
- Up to €500 replacement locks
- Up to €15,000 personal accident cover
- Up to €500 personal belongings cover inside **your car**
- Foreign travel cover (up to 60 days)

*Key Benefits displayed above are a summary of cover benefits only.
Please check this policy for full terms and conditions.

Table of Contents

Welcome to your Car Insurance

This **car** insurance **policy** is distributed in the Republic of Ireland by MCL Insurance Services (Ireland) Ltd. trading as Its4women.ie, GetSetGo.ie and Boxymo.ie who acts as an insurance intermediary on behalf of the **insurer**.

This is **your** private **car** insurance **policy** document which forms part of **your** insurance cover documentation together with:

- **Your Statement of Fact** (Statement of Insurance)
- **Your** car insurance **Policy Schedule**
- **Your Certificate of Motor Insurance** (which includes the insurance disc for **your** car)

So that **you** understand what **you** are covered for, please read all of these documents and communications together and keep them safe. The **car** insurance **policy schedule** tells **you** which sections of the **policy** wording apply to the **policy** cover **you** have purchased.

Please check all of the above documents and communications carefully to make certain they give **you** the cover **you** require. The documents and communications will be available for **you** to view and print in **your** online portal.

This **policy** document is evidence of a legally binding contract of insurance between **you** (the **policyholder**) and **your insurer**.

The contract is based on the information **you** provided in **your statement of fact** and any other information given either / verbally or in writing by **you** or on **your** behalf at the time **you** applied for insurance.

Your insurer has agreed to insure **you** against liability, loss or damage that may occur within the **territorial limits** of the **policy** during any **period of insurance** for which **you** have paid or agreed to pay the **premium**. The cover they provide is subject to the terms, conditions and exceptions contained in this **policy** document and any **endorsement** shown on **your schedule**.

Nobody other than **you** (the **policyholder**) and **your insurer** have any rights that they can enforce under this contract except for those rights which they have under Road Traffic legislation or required by law in any country in which this insurance applies. Unless specifically agreed otherwise, this insurance shall be subject to Irish Law.

The terms and conditions of this **policy** and all other information concerning this insurance are communicated to **you** in the English language and **we** undertake to communicate in this language for the duration of the **policy**.

Special Notes

Your Pre-Contractual Duty of Disclosure

You must answer all questions contained in **your statement of fact** honestly and with reasonable care. This includes the answers and/or information to any prior **statement of fact** supplied to **us** or **your insurer** which was previously completed and provided by **you**. In the event of any inconsistency in **your** responses or information supplied in **your statement of fact** the most recent answers and information supplied will prevail.

Failure by **you** to answer all questions honestly and with reasonable care may result in **your policy** being cancelled or **your insurer** may refuse to deal with any claims or reduce the amount of a claim payment, as detailed under the "Impact of **Misrepresentation**" section, which **you** should read carefully.

The answers **you** provide are the basis upon which **your** contract of insurance with is agreed with **your insurer**.

You must contact **us** immediately or as soon as reasonably possible, if any of the answers or information provided is inaccurate, incorrect or has changed beyond what was reasonably contemplated when the contract of insurance was concluded as this may affect the cover provided and any claims made by **you** on **your policy** if there is a change in the subject matter of **your policy**.

Cooling-Off Period

You have 14 days from the start date of the **policy** to write to **us** at the address shown below if **you** want to cancel **your car** insurance **policy**. This is known as a cooling-off period.

If **you** cancel **your car** insurance **policy** during this period of time, provided **you** have not made a claim, **we** will refund **you**, **your** pro-rata **premium**. Please note that **your premium** will not be refunded if **you** have made a claim or have an open claim which occurred after the inception or renewal of **your policy**. **You** are also obliged to return the **certificate of motor insurance** and disc to **us** by post which should be returned to: MCL Insurance Services (Ireland) Ltd. PO Box 151, Letterkenny, Co. Donegal.

Definition of Words

The words and phrases defined have the same meaning wherever they are used in this **policy,** the **certificate of motor insurance** or the **schedule** and are highlighted throughout in bold print.

Accessories
Motoring equipment kept for use with **your car.** This does not include a caravan or any other form of trailer.

Audio or In-Car Entertainment Equipment
Any **audio or in-car entertainment** devices permanently fitted to **your car**. Portable devices of any kind are not included within this definition.

Car/Insured Car
The motor **car**/vehicle shown on the **certificate of motor insurance** and described in the **schedule** or any vehicle to which cover is transferred with **our** consent during the **period of insurance.** Any references to insured vehicle, vehicle or private motor vehicle in the **schedule** or **certificate of motor insurance** shall be read as the **insured car.**

Certificate of Motor Insurance
The document **you** must have as proof that **you** have the motor insurance required by law, showing **your car** registration number, who can drive **your car** and for what purpose **your car** can be used for.

Device (Telematics)
If **you** have chosen the telematics option, a **device** needs to be fitted to **your car** which provides driving data to **us** based on how **you** drive **your car** (**your** telematics **driving score**).

Driving Data (Telematics)
Driving Data means the date, time of day, general location (if applicable), kilometres, **car** speed and all other **driving data** that is collected on or by a telematics **Device**.

Driving Score (Telematics)
Your telematics-based **driving score** is derived from the **driving data** captured and/or recorded by the **device** either professionally fitted or self-installed by **you** to **your car**.

Driving Score Rewards (Telematics)
The rewards or discounts awarded under **your policy** which shall be based on **your driving score**.

Endorsement
A clause which changes the terms of **your policy** and is printed on **your schedule**.

Excess(es)
The amount **you** will have to pay towards a claim. **Your schedule** displays the amount of **excess(es)** applicable under **your policy** for which **you** are responsible.

Family or Household
Any member of **your family**, or any other person, who is a permanent or temporary resident at **your** address.

Insured Person(s)
You or any person driving or using **your car** with **your** permission as long as this is permitted by **your** current **certificate of motor insurance**.

Insurer
The underwriter of **your** insurance **policy** is AIG Europe S.A. AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux and is regulated for conduct of business in Ireland by the Central Bank of Ireland.

Market Value
The cost of replacing **your car** with a **car** of similar make, model, year, mileage, specification, and condition as **your car** was immediately before the loss or damage **you** are claiming for, as determined by **your insurer's** engineering assessment using industry standard guides.

Misrepresentation
Means any innocent, negligent or fraudulent answer(s) provided by the insured/**policyholder** to any question on the **statement of fact**.

Period of Insurance
The period **you** are covered for as shown in the **schedule** and any subsequent **schedules**.

Policy
The documents consisting of this wording, the **statement of fact**, the **schedule,** the **certificate of motor insurance** and any **endorsements**.

Policyholder
The individual whose name is shown on the **statement of fact**, **schedule**, and the **certificate of motor insurance.**

Policy Kilometres (Telematics)
The number of kilometres upon which **your** annual **premium** is based.

Premium
The annual price **we** will charge **you** for **your car** insurance subject to any mid-term adjustments and as shown in **your** insurance **schedule**.

Schedule
The document that makes the **policy** personal to **you**. It sets out the **period of insurance**, the name of the **policyholder**, the details of **your car** and the level of cover plus any **endorsements** which vary the terms and conditions of this **policy.**

Speed Limit
The posted **speed limit** for the road being travelled on.

Speed Warnings (Telematics)
The warning message **you** will receive if **your** driving speed exceeds the specified limits.

Statement of Fact
A precise record of the answers and/or information **you** provided to each of the specific questions asked by **us** at the pre-contractual stage of this contract of insurance. This includes the answers and/or information to any prior proposal form or **statement of fact** supplied to **you** which was previously completed and provided by **you**. **You** must answer all of the questions on the **statement of fact**/signed proposal form honestly and with reasonable care, failure to do so may be regarded as a **misrepresentation**.

Telematics Score
Based on how **you** drive **your car** and used by **us** to calculate **your** renewal **premium**.

Territorial Limits
The geographical limits within which **the policy** operates. Includes the Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands and the Isle of Man, and where provided for in Section 4 -Foreign Travel, all countries in the European Economic Area and Switzerland, and while the **car** is being transported by sea, air or rail (including loading and unloading) between these places.

Terrorism
Any act including, but not limited to, the preparation of, use of the threat of any force, violence or life threatening act by any person or group of persons acting alone or on behalf of or in connection with any organisation or government, which appears to be intended to or from its nature and context is done in connection with political, religious**,** ideological or similar purpose, including the intention or coerce any government or put the public or any section of the public in fear or appears to be intended to disrupt any segment of the economy. Any act deemed by the government to be an act of **terrorism**.

Third-Party
Any person who makes a claim against anyone insured under this **policy.**

Windscreen
Front, rear and side glass windows excluding panoramic glass roof areas which form part of the **car** and are covered separately under accidental damage cover section where applicable.

We, Us, Our
MCL Insurance (Ireland) Ltd, trading as Its4women.ie, GetSetGo.ie and Boxymo.ie is regulated by the Central Bank of Ireland, Reference number C178363, Registered office Unit No 1, Third Floor, The Chamber Buildings, North Street, Swords, Co. Dublin, K67A3H7.

You, Your
The person named as the **policyholder** on the **certificate of motor insurance, statement of fact** and the **schedule.**

Important Terms Relating to Your Telematics Policy

Where **you** have chosen an insurance cover plan with the telematics option included, **you** agree to installing a **device** in **your car** and to having **your data** collected and used as provided below. The **device** is provided by **us.**

You must notify all **insured persons** on **your policy** or any other person who drives **your car** that a **device** has been installed in **your car,** that their journey will be monitored, and data collected, that **you** will have visibility of their data via **your** online portal and provide them with the information set out in this **policy** regarding the use of their personal information.

1 Data to be Collected

The **device** will capture **driving data** from the date of installation via an electronic data feed to **us.** The types of **driving data** which will be recorded and shared with **your insurer** may include time and date of journey, distance travelled, location coordinates, speed, braking frequency and force, acceleration and cornering.

We will collect this driving data in respect of any driving of **your car.** Therefore, **we** will collect this **driving data** in respect of **your** driving and all other **insured persons** or any other person driving **your car.**

2 Use of Data Collected

The **driving data** will be used to calculate **your telematics score.** In addition, **we** may aggregate information obtained from the data to conduct anonymous profiling and to develop **our** products and services. **We** will process and securely transmit the anonymised data to **your insurer**.

We and **your insurer** are data controllers as defined in the Data Protection Acts 2018 and the General Data Protection Regulation 2016/680 (GDPR).

We, and **your insurer** will process **your** information in accordance with the Data Protection Acts 2018 and GDPR.

The information obtained through the **device** will be used by **us** and **your insurer:**

a) To provide **you** with data on "Manage my **Policy**" in **your** online portal regarding **your** driving;

b) In respect of the installation, removal, deactivating and servicing of the **device**

c) In the calculation of **your driving score** based upon

d) Where **you** notify **us** or **your insurer** of an accident or make a claim under **your policy;**

e) When handling a claim under **your policy;**

f) To create a simple pictorial reconstruction to understand the potential cause of an accident or crash involving the **car** and an **insured person** under **your policy;**

g) To reconstruct a full 3D view of the seconds leading up to and during the accident or crash involving the **car** and an **insured person** under **your policy;**

h) To establish an indication of expected damage caused to **your car** or **cars** involved in an accident or crash event;

i) To provide **you** with theft tracking in respect of **your car** being stolen;

j) To use live GPS location data from **your car** to recover it, if **your car** is stolen;

k) To aggregate information which **we** will use in the development of **our** products and services including **driving score** calculation;

l) To detect low velocity impacts and potential fraud.

We or **your insurer** may receive accident reports in real time from the **device**.

We or **your insurer** may try to contact **you** by telephone to offer assistance if **we** deem an accident has occurred. Please see Accident Tracking sub-section below for further information.

3 Disclosure to Third Parties

We may disclose information collected by the **device:**

- To **your insurer** in connection with this **policy;**
- If **we** are legally obliged to disclose that information by virtue of legislation, regulation, or court order;
- For the purposes of addressing insurance fraud.

4 How Long we Retain Data

We will retain the information **you** have provided **us** and the data **we** have collected for as long as is permitted by law. Information and data collected via the **device** will be kept for up to six years after the conclusion of **your** relationship with **us** and **your insurer.**

5 Your Rights Regarding the Data

You have a right to access, correct or object to the use of, or request deletion or suppression of personal information on certain grounds. Please see **our** “Privacy Policy” for further information.

General Policy Exceptions

These General Policy Exceptions apply to all sections of this **policy.**

1 Use and Driving

Your insurer will not pay for any loss, damage, or bodily injury whilst **your car** is being driven or used;

a) Other than for the purposes as specified in **your certificate of motor insurance**.

b) By anyone who does not hold a licence to drive **your car** or anyone who has held but is currently disqualified from holding or obtaining such a licence

c) By anyone driving without **your** permission

d) In an unsafe condition

e) By any person other than those specified in the **certificate of motor insurance**.

f) Anyone who fails to fulfil the terms and conditions of this insurance.

2 Agreements Made by You

Your insurer will not pay for any loss, damage, bodily injury, illness, or disease that arises as a result of any written or verbal agreement entered into by **you** or any **insured person** unless the liability for such loss, damage, bodily injury, illness, or disease would have applied had the agreement not existed.

3 Territorial Limits

Your insurer will not cover any accident, injury, loss, damage, or liability arising outside the Republic of Ireland, Northern Ireland, Great Britain, Channel Islands, or the Isle of Man other than as provided for in Section 4 - "Foreign Travel."

4 Deliberate Acts

Your insurer will not pay for any loss, damage bodily injury, illness or disease arising from any deliberate, wilful, or malicious acts by **you** or an **insured person** unless required to do so under Road Traffic Legislation.

5 Defective Materials

Your insurer will not pay for any loss or damage arising from faulty workmanship, defective design, or the use of defective materials unless required to do so under Road Traffic Legislation.

6 Terrorism

Your insurer will not pay for any harm or damage to life or to property (or the threat of such harm or damage) by nuclear and / or chemical and / or biological and/or radiological means resulting directly or indirectly from or in connection with **terrorism** regardless of any other contributing cause or event, except as required by the Road Traffic legislation.

7 War Risks

Your insurer will not pay for any expense, consequential loss, legal liability or any loss or damage to property directly or indirectly caused by or arising from or contributed to by:

- War, invasion, or acts of foreign enemies;
- Hostilities (whether war is declared or not);
- Civil war, rebellion, revolution insurrection, military, or usurped power;
- Confiscation, nationalisation, or requisition;
- The order of any government, public or local authority.

8 Sonic Bangs

Your insurer will not pay for any loss or damage caused by pressure waves from aircraft or other aerial devices travelling at or above the speed of sound.

9 Pollution & Contamination

Your insurer will not pay for any loss or damage directly or indirectly caused by pollution and/or contamination.

10 Radioactive Contamination and Explosive Nuclear Assemblies

Your insurer will not pay for any expense, consequential loss, legal liability or any loss or damage to property directly or indirectly caused by or arising from or contributed to by:

- Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- The radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

11 Earthquake

Your insurer will not pay for any injury loss or damage (except under Section 2 - Liability to Others) caused by earthquake.

12 Riot and Civil Commotion

Your insurer will not pay for any injury loss or damage (except under Section 2 - Liability to Others) caused by riot or civil commotion occurring other than in the Republic of Ireland, Northern Ireland, Great Britain, Channel Islands, or the Isle of Man.

13 Airside

Your insurer will not pay for any loss damage or liability while **your car** is parked or is being driven in any part of an airport or airfield set aside for:

- Moving taking off or landing of aircraft;
- Aircraft parking areas and associated roads and ground equipment parking, maintenance, or refuelling areas.

14 Cyber Risk

This **policy** does not apply to liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with cyber security risks including but not limited to:

- Hacking;
- Phishing, smishing or other types of social engineering;
- Loss of, alteration of or damage to or;
- Access, change, transfer or disclosure or;
- Inability to access or;
- Reduction in the functionality, availability, operation or;
- Unauthorised access, compromise and misuse or;
- Infection with malicious code, virus or worm of computer systems, hardware, data, components or peripherals. This extends to third parties who may be either directly or indirectly affected as a consequence of such cyber security risks.

Complaints Procedure

It is **our** intention to provide **you** with a high level of customer service at all times. If **we** do not meet these standards, please contact **our** Complaints Department on the details below:

The Complaints Department

PO Box 151
Letterkenny
Co. Donegal
Email: complaints@mclinsurance.ie

Please include all relevant information required for **us** to deal with **your** complaint, **we** recommend the following:

- State **your** name, address, and telephone number *(and email if applicable)*.
- If **you** are acting on behalf of someone else, **we** will require their consent to discuss their personal matters
- Briefly describe what **your** complaint is about stating relevant dates and times, if applicable
- List **your** specific concerns starting with the most important concern
- State how **you** would like **us** to resolve **your** complaint
- State **your** preferred method of communication

To ensure **your** data is kept safe and secure, **we** will only correspond with **you**, the **policy holder** in relation to a complaint. **We** will ask **you** how **you** want **us** to communicate with **you** with regards to **your** complaints e.g. Post or Email.

If **you** wish for **us** to disclose any information to a **third party** e.g. solicitor, **we** will require a hand signed letter from **you** giving explicit consent as to what information **you** wish for **us** to disclose and a copy of **your** photographic ID including **your** signature (e.g. driving licence). Please see **our** Data Protection and Privacy Policy for more information regarding who **we** share **your** information with.

Complaints Procedure

We have a written complaints procedure for the effective handling of all complaints.

1. A formal complaints procedure commences 5 working days from receipt of **your** complaint.
2. A written update will be issued to **you** every 20 days by a nominated individual within **our** firm.
3. A comprehensive response to **your** complaint will be issued within 8 weeks of receipt of **your** initial complaint.
4. **You** are entitled to refer the matter to the Financial Services & Pensions Ombudsman (FSPO).

If you are dissatisfied with the outcome of your complaint, you may contact the Financial Services & Pensions Ombudsman (FSPO).

You will not prejudice **your** rights to take legal proceedings if **you** refer **your** complaint to the Financial Services & Pensions Ombudsman (FSPO).

A full copy of **our** complaint's procedure is available on request.

Dispute resolution

If a dispute arises out of this **policy** and it cannot be settled between **us**, **you** can refer the matter to the Financial Services and Pensions Ombudsman on the contact information below.

Financial Services & Pensions Ombudsman (FSPO)

Lincoln House
Lincoln Place
Dublin 2
D02 VH29
Phone: +353 1 567 7000
E-mail: info@fspo.ie

If the Financial Services and Pensions Ombudsman is unable to investigate the dispute, the matter can be decided by means of arbitration.

The case can be referred to the decision of an arbitrator who will decide on the matter. The appointment of the arbitrator will be made by agreement between **you** and **your Insurer**. If **you** and **your Insurer** cannot agree on the choice of arbitrator, then the Chairperson of the Bar Council of Ireland will be asked to appoint the arbitrator. Disputes not referred to an arbitrator within twelve months from the date on which the Financial Services & Pensions Ombudsman confirmed that they were unable to investigate the dispute will be deemed to be abandoned.

*Note: **Your Insurer** reserve the right not to refer a dispute to an Arbitrator. If this happens, the dispute may be brought to court as a legal matter.

Your Policy Cover

Your policy schedule will set out for **you** the cover **you** have purchased and the sections of this **policy** that apply to **you**. Please read and check **your statement of fact** and **schedule** carefully to ensure that they correctly reflect the cover level option **you** have purchased, and any optional add-on covers that **you** have requested.

Section 1 – Loss or Damage to Your Car

What is covered	
Section A – Accidental Damage	Section B – Fire & Theft Cover
Loss or damage to **your car.**	Loss or damage to **your car** if it is damaged by fire, lightning, theft, or attempted theft.

Basis of Claims Settlement

If **your car** is damaged or stolen, **your insurer** will, at their discretion, pay:

a) The cost of repairing any damage to **your car**; or

b) An amount in cash equivalent to the value of any loss or damage to **your car** not exceeding the **market value** of **your car**; or

c) The cost of replacing **your car** with one of a similar type and in similar condition.

Your insurer retains the right to repair **your car** with parts which have not been made by **your car's** manufacturer but are of a similar standard and readily available in the Republic of Ireland market.

If replacement parts or **accessories** are not available or out of stock, **you** will have to pay the extra cost of transporting the parts or **accessories** from outside of the EU and any extra cost above the manufacturer's costs.

The maximum amount **your insurer** will pay will be the **market value** immediately prior to the loss or damage. However, this must not be more than the estimate of value **you** have given to **us.**

If, to **our** knowledge, **your car** belongs to somebody else or is the subject of a hire purchase or leasing agreement **your insurer** will make any payment to the legal owner.

Your insurer will pay the reasonable cost of taking **your car** to the nearest suitable repairer and, after repair, to **your** address as shown in the **schedule.**

Audio or In-Car Entertainment Equipment

Your insurer will pay for the loss or damage of **in-car entertainment**, communication or navigational equipment:

- Up to the **market value** of the equipment if it is permanently fitted to **your car** and part of the manufacturer's standard specification;
- Up to €750 for any other equipment which is not permanently fitted to **your car**.

New Car Replacement

Your insurer will replace **your car** with a new one of the same make, model, and specification (provided it is still available) if within 12 months of the date of first registration as new and **you** have been the first and only registered owner at the time when:

- **Your car** is stolen and not recovered or;
- The cost of repair or damage covered by this **policy** exceeds 60% of the list price, inclusive of taxes, when **your car** was new with the odometer being less than 20,000 kilometres.

If **your insurer** replaces **your car,** they will then take ownership of **your** old **car.**

Towage and Storage

The maximum limit **your insurer** will pay for all fees connected with towage and storage of **your car** provided **you** notify them within 48 hours of any accident or loss will be €300.

If **you** notify them more than 48 hours after any accident or loss, they will determine the amount they deem reasonable to pay **you** for fees accumulated.

Courtesy Car / Temporary Replacement Car

If the loss or damage to **your car** is covered by this **policy** and **you** use the **insurer's** approved repairer, they will, subject to availability, provide a courtesy car while repairs to **your car** are being carried out for up to 5 days or to up to the value of €200.

If the parts required to repair **your car** are not immediately available to **your insurer's** approved repairer, they reserve the right to withhold the provision of a courtesy **car** until such time as the necessary parts are available, and repair work can proceed.

Courtesy **cars** are usually small **cars** (Class A) with a manual gearbox. A courtesy **car** is not intended to be an exact replacement for **your car**.

Please note that a courtesy **car** cannot be provided until **your** claim has been accepted and cover has been confirmed.

Whilst **you** have the courtesy **car you** will be liable to discharge any fines for parking or driving offences, tolls and any additional costs for non-payment of these charges. **You** will need to produce an appropriate credit or debit card to the approved repairer in advance of being supplied the courtesy **car** to cover these costs.

You must return the courtesy **car** when the approved repairer or **your insurer** ask **you** to do so or when this **policy** expires, and **you** do not renew it.

This section does not apply where the only damage is broken glass in the **windscreen** or windows of **your car**. No courtesy **car** will be supplied in these circumstances.

Replacement Locks

If the **car** keys or lock transmitter of **your car** are stolen during the **period of insurance**, **your insurer** will pay for the cost of replacing:

- The door locks and / or boot lock;
- The ignition / steering lock;
- The lock transmitter and central locking interface.

The maximum amount **your insurer** will pay is €500.

Section 1 – Loss or Damage to Your Car

What is not covered *(Please also see General Policy Exceptions)*
Section A

- The first €300 of any claim.
- In addition, the following accidental damage **excess(es)** also apply:
  - *€350 whilst **your car** is being driven by or in the charge of an insured driver aged 17*
  - *€300 whilst **your car** is being driven by or in the charge of an insured driver aged 18*
  - *€250 whilst **your car** is being driven by or in the charge of an insured driver aged 19*
  - *€200 whilst **your car** is being driven by or in the charge of an insured driver aged 20*
  - *€150 whilst **your car** is being driven by or in the charge of an insured driver aged 21 to 24*
  - *€150 whilst **your car** is being driven by or in the charge of an insured driver aged 25 or over who has held a full UK/EU or Irish Licence for less than 12 months.*
  - *€200 whilst **your car** is being driven by or in the charge of an insured driver with an Irish Provisional Licence/Learner Permit.*
- Damage to tyres caused by braking or by punctures cuts or bursts
- Loss or damage where the windows are left open, or the doors left unlocked
- Mechanical, electrical, electronic or computer fault, failure, malfunction, or breakdown
- Loss of use or consequential loss of any kind
- Any reduction in the **market value** of **your car** following repair
- Wear and tear or depreciation
- That part of the cost of any repair or replacement which improves **your car** beyond its condition before the loss or damage occurred.
- The cost of parts in **excess** of the manufacturer's last list price
- Loss or damage to **your car** as a result of fraud or trickery of any kind
- Cassette tapes and compact discs
- Loss or damage as a result of confiscation or detention by Customs or other officials, any government public or local authority.
- Loss or damage caused by moth, vermin, insects, or infestation or by domestic pets
- Loss or damage arising from **your car** being filled with the wrong fuel
- Loss or damage arising from the use of substandard or contaminated fuel, lubricants, or parts
- Loss or damage arising out of an accident where the driver was convicted, or has a prosecution pending, under any Road Traffic legislation relating to the level, concentration or quantity of alcohol or drugs in the body.
- Any gradually operating cause
- Loss or damage arising from or contributed to by the driver's blood/urine alcohol level being above the legal limit as stated in the road traffic legislation or the driver being under the influence of drugs (unless such drug has been prescribed by a registered medical practitioner but not for treatment of drug addiction) whilst in charge of **your car**.
- Loss or damage should it be proven to **our** satisfaction that **you** or any person who was driving was using a mobile telephone or other handheld communications device in contravention of section 3 of the Road Traffic Act 2012.

What is not covered *(Please also see General Policy Exceptions)*

Section B

- The first €300 of any claim.
- Loss or damage as a result of theft or attempted theft if the keys (or keyless entry system) have been left unsecured or in on or near **your car** whilst unattended.
- Loss or damage where the windows are left open, or the doors left unlocked
- Loss of use or consequential loss of any kind
- Any reduction in the **market value** of **your car** following repair
- Wear and tear or depreciation
- That part of the cost of any repair or replacement which improves **your car** beyond its condition before the loss or damage occurred.
- The cost of parts in **excess** of the manufacturer's last list price
- Loss or damage to **your car** as a result of fraud or trickery of any kind
- Cassette tapes and compact discs
- Any gradually operating cause
- Loss or damage arising from or contributed to by the driver's blood/urine alcohol level being above the legal limit as stated in the road traffic legislation or the driver being under the influence of drugs (unless such drug has been prescribed by a registered medical practitioner but not for treatment of drug addiction) whilst in charge of **your car**.
- Loss or damage should it be proven to **our** satisfaction that **you** or any person who was driving was using a mobile telephone or other handheld communications device in contravention of section 3 of the Road Traffic Act 2012.

Section 2 – Liability to Others

For the purposes of insurance under this section, an "**insured person**" includes any one of the following:

1. **You**, the **policyholder**;
2. Any person driving or using **your car** with **your** permission as long as this is allowed by **your** current **certificate of motor insurance**;
3. Any passenger travelling in or getting into or out of **your car**;
4. The employer or business partner of any person who is driving or using **your car** for their business as long as this is allowed by **your** current **certificate of motor insurance**;
5. The legal representative of any of the people named above (following the person's death) but only for the liability of the person who has died.

What is covered

Section A: Legal Liability to Others

Your insurer will pay all sums **you** or any **insured person** are legally responsible for:

- In respect of death or bodily injury to other people;
- Up to €30,000,000 (in total) for damage, inclusive of costs and expenses, in respect of loss or damage to property for any claim or series of claims arising from one event.
- As the result of any accident involving **your car** or a **car** provided to **you** under **your insurer's** approved repairer scheme.

Section B: Legal Costs and Expenses

Your insurer will pay the following legal costs and expenses arising from an accident occurring during the **period of insurance,** for which they have given their written consent to include:

- Solicitor's fees for representation at any coroner's inquest or fatal accident inquiry or court of summary jurisdiction;
- Reasonable legal costs for defending **you** against a charge of manslaughter or causing death by dangerous or reckless driving.
- If they agree to pay these costs under this **policy** the choice and appointment of legal representation and the extent of any assistance that they provide will be entirely at their discretion.

Section C: Emergency treatment fees

Your insurer will pay for emergency treatment fees as set out in the Road Traffic legislation, following an accident involving **your car**. If this is the only payment that they make, it will not affect **your** no claims discount entitlement.

What is not covered

(Please also see General Policy Exceptions)

- Loss or damage caused by **you** or to **your** own property, or property for which **you** are responsible, or which is in **your** custody or control;
- Loss or damage to **your car**, any borrowed **car**, trailer, or any mechanically propelled **car** which cannot be driven and is attached to **your car**, or any property carried in or on that trailer or mechanically propelled **car**;
- Any amount where the **insured person** is entitled to claim payment or has cover under any other **policy**;
- Death or bodily injury to any person arising out of that person's employment by an **insured person**, except where it must be covered under the Road Traffic legislation;
- Any decision of a court outside of the Republic of Ireland, unless the proceedings are brought, or judgement is given in a foreign court solely because **your car** was used in that country, and **your insurer** had agreed to cover it there;
- Any amount exceeding €30,000,000, inclusive of costs and expenses, in respect of loss or damage to property for any claim or series of claims arising from one event.

Section 3 – Additional Covers

A Windscreen Cover *(if this cover is shown in **your schedule**)*

What is covered

If the **windscreen** or windows in **your car** are damaged, **your insurer** will pay for the cost of repair or replacement and the repair of any resulting scratching to surrounding bodywork.

If this is the only damage **you** are claiming for **your** no claim discount will not be affected.

What is not covered *(Please also see General Policy Exceptions)*

- × Any glass replacement **excess** shown in **your schedule**
- × Loss of damage caused deliberately by **you**
- × Loss of use of **your car** while it is in for **windscreen** repairs
- × Loss or damage to sunroofs and panoramic glass roof/sunroof areas
- × Cost of importing **windscreen** parts or **accessories** or storage costs associated with delays. For all imported **cars**, **we** will only pay the costs of **windscreen** parts or **accessories** available for similar standard European models which are readily available in the European market.
- × Any amount over €225 if the repair or replacement is not carried out by **your insurer's** approved glass replacement company.

B Personal Accident Plan for Policyholder While Driving

What is covered

If **you** or **your** spouse are accidentally injured as a result of an accident occurring during the **period of insurance** while getting into, out of, or travelling in any **car** within three months of the date of the accident **your insurer** will pay a lump sum of €15,000 for each person if the injury is the sole cause of:

- Death;
- Total and permanent loss of all sight in one or both eyes;
- Total loss of one or more limbs;
- Total and permanent loss of use of one or more limbs.

What is not covered *(Please also see General Policy Exceptions)*

Injuries arising if:

- × The injury is as a result of intentional injury, suicide, or attempted suicide;
- × The driver of the **car** involved in the accident was convicted, or has a prosecution pending, under any Road Traffic legislation relating to the level, concentration or quantity of alcohol or drugs in the body.
- × Following a postmortem examination, the driver of the **car** is found to have a higher level of alcohol, or drugs in his/her body than is prescribed in the Road Traffic legislation of the territory where the accident occurred
- × The injury is caused by earthquake;
- × The injury is caused by riot or civil commotion, other than in the Republic of Ireland.

C Personal Belongings

What is covered

Your insurer will pay a maximum of €500 for personal belongings in **your car** if lost or damaged due to accident, fire, theft or attempted theft.

What is not covered *(Please also see General Policy Exceptions)*

- Mobile telephones
- Money, stamps, tickets, documents, vouchers or securities.
- Personal belongings in an open top or convertible **car** unless in a locked boot or locked glove compartment.
- Goods, samples, or equipment carried in connection with any trade or business.
- Personal belongings insured under any other **policy** of insurance.
- Any consequential loss of any kind
- The theft or attempted theft of personal belongings, if **your car** has been left unattended and unlocked, left with the keys in it or left with a window or roof open.

D Medical Expenses and Assistance

What is covered

Your insurer will pay for medical expenses occurring as a result of injuries suffered in an accident while in **your car** incurred during the **period of insurance**.

Your insurer will pay for the insured driver to receive advice and assistance from a medical and rehabilitation professional along with medical treatment costs from an approved medical care provider in the event of an injury following an accident while driving up to a maximum value of €300.

E Fire Brigade Charges

What is covered

Your insurer will pay all charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in respect of any event which may be the subject of indemnity under this **policy** subject to a limit of €1,500 in respect of any one accident.

Section 4 – Foreign Travel

A Damage to your car whilst travelling outside the territorial limits

Your policy operates throughout the Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man and the Channel Islands including travel by sea between ports.

The cover under **your policy** is automatically extended up to a maximum of 60 consecutive days in any one **period of insurance** when **your car** is being driven or used in any of the following countries:

- Any other country which is a member of the European Union and European Economic Area (EEA) plus Switzerland.

Cover applies while **your car** is being transported (including loading and un-loading) along a recognised sea, air, or rail route between any of the above countries provided that the duration of the journey does not exceed 65 hours under normal conditions.

If **you** cannot drive **your car** because of loss or damage covered by this **policy**, **your insurer** will pay the reasonable cost of delivering it to **your** address in the Republic of Ireland. **Your insurer** will also pay the amount of customs duty **you** have to pay as a result of loss or damage covered under this **policy**.

If **you** need cover for a longer period or if **you** want to use **your car** in countries not listed above, **you** must:

- Ask **us** to provide cover in advance;
- Tell **us** the date **you** will be leaving and the date **you** will be returning;
- Tell **us** which countries **you** are visiting; and
- Pay any extra **premium** if required.

B Legal Liability whilst travelling outside the territorial limits

If **your car** is being driven or used outside the **territorial limits** and cover has not been arranged with **us** and **your insurer** in accordance with Section A above, **your insurer** will provide the minimum cover required by local law to allow an **insured person** to drive or use **your car** in:

- Any country which is a member of the European Union and European Economic Area (EEA) plus Switzerland.

Section 5 – No Claims Discount

A No Claims Discount

If **you** do not make a claim within the **period of insurance** the **premium** for **your car** will be reduced in accordance with **your insurer's** no claims discount scale applicable at the time.

If a claim arises during the **period of insurance,** at the renewal date **your insurer** will reduce the no claims discount in line with their step-back no claims discount rules applying at the renewal date. If a claim arises during any **period of insurance, your insurer** will reduce **your** no claims bonus as follows:

No Claims Bonus	Reduce to
1 Year	0 Years
2 Years	0 Years
3 Years	1 Year
4 Years	2 Years
5 Years or above	3 Years

If two or more claims arise in any **period of insurance, we** will reduce **your** no claims discount to zero at **your** next renewal. **Your** no claims discount will not be affected by:

a) Payment under Section 3 **Windscreen** Cover

b) Payment under Section 1B for a single Fire or Theft claim

c) Payments for emergency treatment which legislation requires **your insurer** to pay

d) Payments (together with associated costs and expenses) which **your insurer** later gets retrieved in full (although **your** no claims discount may be temporarily affected if **your** renewal date arises before **your insurer** have retrieved the payment);

e) Payments for Personal Belongings (Section 5) and Replacement Locks (Section 1).

Please note that in the event of a claim where **your** no claims discount is protected **your premium** may increase.

No Claims Bonus (NCD) Terms & Conditions

To be eligible for a NCD, your NCD must have been earned on a private motor **car** insurance **policy** only, and the **policy you** last used the NCD must not have expired more than 30 days prior to purchasing this motor insurance **policy** (unless **we** waived this requirement).

Introductory Bonus

If **your insurer** has reduced **your** first **premium** using an introductory or accelerated no claim discount, they will remove the reduction if a claim arises during the **period of insurance. Your insurer** will do this when **you** renew the **policy. You** cannot transfer **your** no claim discount to anyone else, and it can only be used on one vehicle at a time.

B Protected No Claims Bonus

This cover only applies if **your schedule** states that **you** have protected no claims discount.

In the event of a claim under any part of this **policy your** no claim discount will not be reduced unless **you** make more than 2 claims in any 5 consecutive periods of insurance. If 3 or more claims occur **your** no claim discount will be reduced at the next renewal.

Please note that in the event of a claim where **your** no claims bonus is protected **your premium** may increase.

C Important - Deferment Clause

If any claim is notified or arises after the calculation of the No Claim Discount and issuance of the renewal invitation, **your insurer** reserves the right to treat any such claim as having occurred in the next **period of Insurance**.

Section 6 – Car Sharing

What is covered

If **you** carry passengers for social, domestic and pleasure including commuting to and from **your** or **your** passengers' usual place of work and receive a contribution towards **your** costs, **your insurer** will not regard this as constituting the carriage of passengers for hire or reward, or regard **your car** as being hired provided that:

1. **Your car** is not constructed or adapted to carry more than 7 passengers, excluding the driver;
2. The passengers are not being carried in the course of a business of carrying passengers;
3. The total contributions received for the journey concerned do not involve an element of profit.

Should **you** be in any doubt whether **your car**-sharing arrangements are covered by this **policy you** should seek confirmation from **us** immediately.

Section 7 – Driving Other Cars

What is covered

This cover is operative provided that the **policy schedule** and **your certificate of insurance** says so. **Your insurer** will cover **you** for **your** liability to others only driving a motor **car** not belonging to **you**.

This extension only applies while:

1. The **car** is being driven within the Republic of Ireland/UK and only to private passenger **cars**.
2. **You** still have **your Car**, and it is not damaged beyond effective repair.

The vehicle driven is of the same size and cylinder capacity as the insured vehicle or alternatively no higher than a 2000cc vehicle.

What is not covered *(Please also see General Policy Exceptions)*

1. **Cars** owned, hired or leased by **you**;
2. The **car** is owned by **your** employer or hired to them under a hire-purchase or lease agreement;
3. The use of the **car** outside of cover provided in the **certificate of motor insurance**;
4. Use of the **car** by any person other than the **policyholder**;
5. Cover provided by any other insurance;
6. Use in connection with the motor or licence trade;
7. Use without the owner's permission to drive the **car**;
8. The **car** is not in a roadworthy condition;
9. Use of any **car** that is not covered with its own active motor insurance **policy**;
10. Use of any of the following cars:
    - *Vans*
    - ***Car**-Vans*
    - *Jeep-type **Cars** with no seats in the back*
    - *Vans adapted to carry passengers*
    - *Commercially registered **Cars***

General Policy Conditions

These General Conditions apply to all sections of this **policy.**

1 Your Insurer's Duty

Your insurer will provide the cover described in this **policy** if:

a) **You** or any person claiming indemnity or on whose behalf indemnity is claimed has complied with all of the terms and conditions of that apply.

b) The information **you** gave to **us** when applying for or renewing this **policy**, when making changes to this **policy**, or in the course of making a claim, is complete and accurate as far as **you** know or could be expected to know. **You** must have asked any other drivers covered by this **policy** any relevant questions to get the information about them requested by **us**.

c) **Your car** is being used or driven in accordance with the terms of the **certificate of motor insurance**.

2 Your Duty

You must not act in a fraudulent way. The information supplied by **you** or on **your** behalf is the basis of **your** contract of insurance with **us** and **your insurer**. **You** must ensure that this information is true, accurate and has been provided by **you** honestly and with reasonable care.

You must answer all questions on the **statement of fact** honestly and with reasonable care.

This includes the answers and/or information contained within any prior **statement of fact** supplied to **us** which was previously completed and provided by **you**.

In the event of any inconsistency in **your** responses to questions or information supplied in any **statement of facts** the most recent answers and information supplied will prevail.

Failure by **you** to answer all questions honestly and with reasonable care may result in this **policy** being cancelled or **your insurer** may refuse to deal with any claims or reduce the amount of a claim payment in particular which alters the subject matter of **your** contract of insurance, as detailed under the impact of **misrepresentation** condition.

You must either immediately or as soon as reasonably possible inform **us** if any of the answers or information given in the **completed proposal form** is inaccurate or has changed.

Information which alters the subject matter of **your** contract of insurance is any fact **your insurer** would regard as likely to affect the acceptance or assessment of the risk.

It is recommended that **you** keep a record (including copies of letters) of all information supplied for the purpose of this insurance. Should **we** or **your insurer** take any of these actions against **you**, **you** will be obliged to disclose them on any future request for cover or quotation with **us** or any other **insurer**. These are considered as the application of terms and this enforced action by **us** and **your insurer**, may affect **your** ability to get insurance cover in the future.

In addition, by agreeing to the answers and/or information produced in the **statement of fact** represented to **us** that in respect of any information of any person which **you** provide to **us**, **you** have the authority of that person to disclose such information to **us** and for all the purposes set out in this **policy** and to give the consents set out above on behalf of each such person.

We reserve the right to reassess cover and **premium** following notification of any important information.

If any claim under this **policy** (other than under Section 2 – Liability to **Third Parties**) is in any respect fraudulent, or if any fraudulent means or devices are used by **you** or any person acting on **your** behalf to obtain any benefit under this **policy you** will forfeit all benefits under the **policy**.

Any person claiming indemnity under this **policy** must adhere to the terms and conditions of the **policy**.

3 Alteration of Risk

You must contact **us** immediately or as soon as reasonably possible, if any of the answers or information provided in your **statement of fact** are inaccurate or have changed, or if there have been any material changes in **your** circumstances after the **policy** has started (this includes any changes in circumstances which alter the subject matter of this **policy**). If **you** fail to notify **us** of any material changes which alter the subject matter of the **policy**, **your** whole **policy** or a section of it may be cancelled from the date of the material change and any claims declined.

Please tell **us** if anything changes during the **period of insurance** so **we** can ensure **you** are appropriately covered. Cover for any material change in risk will only apply after it has been advised to **us** and if **we** have agreed to cover it. **We** will then let **you** know of any change in **your premium** or policy terms.

4 Policy Changes

You must tell **us** immediately about any changes which affect this **policy,** and which have occurred since the **period of insurance** commenced or since the last renewal date including, but not limited to, the following:

- Any of the answers **you** provided on **your statement of fact** have changed or are inaccurate;
- **You** change **your car**, or **you** have purchased another **car** to which **you** want **your** existing cover to apply;
- **You** wish a new driver to be covered;
- **You** or any other driver passes their driving test;
- Any **insured person** who drives **your car** gets a motoring or other conviction or fixed penalty;
- Any **insured person** who drives **your car** suffers from a medical condition or has a claim on another **policy**;
- The **car** is changed or modified from the manufacturer's standard specification, or **you** intend to change or modify it (including the addition of optional fit **accessories** such as spoilers, skirts, alloy wheels etc.);
- Any change of occupation by **you** or any other driver named on the **policy**;
- A change of postal address which is the address the **car** is kept and where the **car** is located overnight;
- A change in the use for which **you** use **your car**;
- **Your car** is involved in an accident or incident of any nature no matter how trivial;
- A change to the main user of the **car**;
- **You** change **your** phone number including **your** mobile phone number so that **we** can contact **you** in the event of an accident.

5 Cancellation of Policy by You

You may cancel **your policy**:

a) At any time via **your** online portal and with return of the **certificate of motor insurance** and disc to **us**. This is done by post, and both the **certificate of motor insurance** and disc should be returned to: MCL Insurance Services (Ireland) Ltd. PO Box 151, Letterkenny, Co. Donegal.

b) Provided no claim has been made or has arisen under this **policy** prior to cancellation during the current **period of insurance you** will be entitled to a refund of **premium** less a charge reflecting the cover **your insurer** has provided up to the cancellation of **your policy**. This charge will be calculated on a proportionate basis on the **period of insurance** cover **you** have received.

6 Cancellation of Your Policy by us or Your Insurer

We or **your insurer** may cancel **your policy**:

a) By giving **you** 10 days written notice to **your** last known address and/or via e-mail to **your** confirmed e-mail address. All cover will cease after 10 days. **You** must immediately return **your certificate of motor insurance** and disc to **us**. This is done by post, and both the **certificate of motor insurance** and disc should be returned to: MCL Insurance Services (Ireland) Ltd. PO Box 151, Letterkenny, Co. Donegal.

Provided no claim has been made or has arisen under this **policy** prior to cancellation **you** will be entitled to a refund of **premium** reflecting the cover **your insurer** has provided up to the cancellation of **your policy**. This charge will be calculated on a proportionate basis. Subject to any taxes and/or Government levies where appropriate.

b) From the commencement date of **your policy** if **you** do not pay **your premium**. **You** must, upon cancellation, return **your certificate of motor insurance** and disc to **us**. This is done by post, and both the **certificate of motor insurance** and disc should be returned to: MCL Insurance Services (Ireland) Ltd. PO Box 151, Letterkenny, Co. Donegal.

c) If a **telematics device** has been fitted to **your car** and following an investigation it is clear that the **device** has been tampered with.

d) If a **telematics device** has been fitted to **your car** and it detects that **your car** has been driven at 160kph or over on a public road.

e) In the event of a total loss claim under this **policy** where **your insurer** have decided to make a cash payment for not more than the **market value** of **your car** rather than repair or replace **your car**, **you** must immediately return **your certificate of motor insurance** and disc to **us**. This is done by post, and both the **certificate of motor insurance** and disc should be returned to: MCL Insurance Services (Ireland) Ltd. PO Box 151, Letterkenny, Co. Donegal.

You will not be entitled to any refund of **premium** and all remaining **premiums** for the period of this **policy** will immediately become due. **Your insurer** reserve the right to deduct this amount from the claims settlement.

7 Duty to prevent loss or damage

You or any **insured person** must:

a) Maintain **your car** in a safe and roadworthy condition and, where required by law having regard to the age of **your car**, have a valid NCT certificate (Important: The absence of a valid NCT certificate may invalidate **your** cover under section 1 - loss of or damage to **your car**).

b) Maintain any tyres on **your car** within the legal tread depth requirements;

c) Take all reasonable steps to prevent accidents, injury, loss, or damage;

d) Protect **your car** against loss or damage;

e) Give **your insurer** reasonable access to examine **your car** and its documents in relation to any matter relevant to this insurance.

8 In the event of a claim

You, or any person driving or using **your car** with **your** permission (as long as this is allowed by **your certificate of motor insurance**) or any passengers travelling in or getting out of **your car**, claiming under this **policy** must:

- Give **your insurer** full details of any accident, injury, loss, or damage giving rise or which may give rise to a claim under this **policy**, as soon as possible and at least within 24 hours of discovery of the incident occurring;
- In the event of loss or damage to **your car** as a result of theft or attempted theft or malicious damage, **you** must notify the Gardaí / Police as soon as possible and at least within 24 hours of discovery of the incident.
- **You** must send **your insurer** a copy of the Garda report which must say that the loss or damage was the result of theft, attempted theft, or malicious damage;
- Take all reasonable steps to recover any lost or stolen property and notify **your insurer** if such property is recovered and / or returned to **you**;
- Forward to **your insurer** every claim form, writ, summons, legal document, or other communication in connection with any claim, or incident that may give rise to a claim, unanswered and without delay;
- Provide **your insurer** with all the necessary information and assistance that they may require;
- Not abandon any property to **your insurer**;
- Tell **your insurer** immediately the address of where **your car** has been recovered to or **you** may be liable for any storage charges that occur.

You must not assume that **we** or **your insurer** are aware of any incident that has occurred or that **we** will contact **you**, the Gardai / Police or emergency services.

You must not, without **your insurer's** prior written consent:

- Negotiate or admit liability or responsibility;
- Make any offer, promise or payment.

Your insurer will be entitled to:

- Appoint their own repairers to carry out any repair work to **your car**;
- Take over and carry out in **your** name (or in the name of any other **insured person**) the defence or settlement of any claim;
- Take proceedings in **your** name or in the name of any other **insured person** claiming under the **policy**, at **your insurer's** own expense and for their own benefit to recover any payment they have made under the **policy**;
- Exercise full discretion over the conduct of any proceedings and in the settlement of any claim;
- Instruct, and give information about **you** and **your policy**, to other people such as suppliers, private investigators and loss adjustors in accordance with **our** Privacy Policy.

9 Other Insurance

If at the time of any incident which results in a claim under this **policy** there is any other insurance covering the same loss, damage, or liability, **your insurer** will only pay their rateable share.

10 Payments under compulsory insurance while travelling abroad

You must repay to **your insurer** all amounts they pay for any claim under this **policy** which they would not have had to pay but for the laws of any territory in which the **policy** applies. This applies to claims for **your** liability to others and all expenses they have to pay in connection with any such payment.

11 Fraudulent or False Claims

If any claim or part of a claim made by **you** or any **insured person** is in any respect fraudulent or if any fraudulent means are used to obtain payment, including inflation or exaggeration of the claim or involve the submission of forged or falsified documents, then this **policy** shall become void and any claim under it will be forfeited. If **your insurer** have already made any payment this must be repaid to them.

12 Special Conditions

Any Special Conditions shown in **your schedule** apply to all sections of this **policy** unless specifically stated otherwise.

13 Towing

Third party only **insurance** is provided in respect of towing a single axle trailer up to a half tonne weight unladen. Loss or damage to the trailer or its contents will not be covered.

14 Cover when in the hands of the motor trade

Your car (or any borrowed **car,** where allowed by **your certificate of motor insurance**) must only be driven or used as permitted by **your certificate of motor insurance**. Regardless of this, when **your car** is in the hands of a member of the motor trade for servicing or repair, this insurance continues to operate to protect **you.**

15 Law and Jurisdiction

This **policy** is subject to Irish Law and to the exclusive jurisdiction of the Irish Courts.

16 Insurance Act 1936

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

17 Stamp Duties Consolidation Act 1999

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

18 Proof of Documentation

We and **your insurer** have the right to request and validate at any time, documents (NCT, residency, licence etc.) to support **your statement of fact**. Failure to produce these may result in **your policy** being cancelled or special conditions imposed.

19 Driving Licence Conditions, Limits & Restrictions

Any driver who is covered by the terms of **your certificate of motor insurance** must comply with any restriction, conditions and limits on their driving licence. This includes conditions and restriction on the licence relating to the class of vehicle being driven.

Any learner permit licence holder who is covered under the terms of **your certificate of motor insurance** must comply with the requirement to be accompanied while driving at all times by another driver holding a full licence.

20 Impact of Misrepresentation

The impact of any **misrepresentation** by **you**, is as follows:

a) Innocent **misrepresentation**: Where **you** have answered all questions in **statement of fact** honestly and with reasonable care, but where **you** made an innocent **misrepresentation** (that is, one that is neither negligent nor fraudulent) **your insurer** will pay any covered claim event subject to the terms and conditions of **your policy**.

b) Negligent **misrepresentation**: If **you** make a negligent **misrepresentation** or fail to take reasonable care in completing **your statement of fact your** cover may not fully operate and in the event of a claim, **we** or **your insurer** will exercise one of the following remedies:

- If knowing the full details, **we** would not have entered into the insurance contract, **we** or **your insurer** may avoid the contract, refuse all claims, and return any **premiums** paid by **you**.
- If **we** or **your insurer** would have entered into the insurance contract, but on different terms (excluding terms relating to the **premium**), the contract may be treated as if it had been entered into on those terms.
- If **we** or **your insurer** would have entered into the insurance contract but have charged a higher **premium**, **we** or **your insurer** may reduce proportionately the amount to be paid on **your** claim
- Where there is no outstanding claim under the insurance contract, **we or your insurer** may either:
  i. *give notice to **you** that in the event of a claim **we** will exercise the remedies in paragraphs (a) to (c), or*
  ii. *terminate the contract by giving reasonable notice to **you**.*

c) Fraudulent **Misrepresentation**: If **you** make a fraudulent **misrepresentation** or where any conduct by **you** involves fraud of any kind, **we** or **your insurer** shall be entitled to avoid the contract of insurance.

21 Sanctions

The **Insurer** shall not be deemed to provide cover and the **Insurer** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurer**, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United Kingdom, the European Union or the United States of America.

22 Insurance Compensation Fund

You may be entitled to compensation from the scheme in the unlikely event that **your insurer** cannot meet its obligations. The maximum amount that could be available in respect of any sum due to a **policyholder** is 65% of the sum due or €825,000, whichever is the lesser.

Further information on the Insurance Compensation Fund is available on the Central Bank of Ireland's website though the following link:

http://www.centralbank.ie/regulation/industrymarketsectors/ insurance-reinsurance/solvency-ii/insurance-compensation- fund

How a Telematics Device Works

1 Installation of your device

The **device** used will either be a professionally fitted **device or you** will be sent a **device** by us with instructions on how to self-install it.

You must fit the **device** within the first 14 days of **you** taking out a **policy** with **us**. If the **device** is not working within this period, **your policy** may be cancelled.

It is **your** responsibility to ensure that **you** have the agreement of any co-owner, hire purchase company or any other person that has a legal interest in **your car** before the **device** is installed.

The **device** is compatible with any type of **car** and will not affect any manufacturer or aftermarket warranties that may apply to **your car**.

2 Dealing with Faults & Limitations of Service

In the event of the **device** developing a fault during the **period of insurance**, **we** will contact **you** and make all reasonable efforts to repair or (at **our** option) replace the **device** free of charge.

You accept that the **device** uses the battery power supply and so there may be a small drain on **your** battery even when **your car** is not being used. **You** accept it is **your** responsibility to maintain **your car** and battery in good working order. To help alert **you** of any battery issues, **we** will advise **you** if the **device** detects a low battery charge.

The collection and transmission of driving data by the **device** and the provision of the theft tracking may occasionally be impaired or interrupted by operational and/or atmospheric conditions, power failures, or other causes, conditions or events beyond **our** reasonable control or the capabilities of the **device**.

The transmission and receipt of driving data is dependent upon mobile telecommunications services, and **you** acknowledge that this service may be interrupted, circumvented, or compromised.

If transmission of driving data is affected in the manner described in this paragraph, this does not necessarily mean the **device** is defective. However, **we** will make reasonable efforts to rectify the problem with such transmission where it is possible to do so.

Where there is no GPS signal the **device** has no driving data to record so any kilometres driven during this time will not be included in calculating **your driving score**. During the **period of insurance**, **we** may, at **our** discretion, replace the **device** at **our** expense with another **telematics device** providing **you** with at least the same functionality. This will enable **us** to ensure the **device** is updated if there are technological changes or improvements.

3 Tampering / Removal / Unplug

The **device** has tamper controls and attack safeguards. If the intelligent alert system is triggered it will notify **us** of any unauthorised tampering with the **device**.

You must not, nor may **you** allow any other person to unplug, tamper with, reverse engineer, dismantle, remove the SIM from, relocate or make any alterations, additions, or improvements to any part of the **device**.

You must not, nor may **you** allow any other person to tamper with the GPS signal that is emitted from the **device**.

Please note that tampering with or unplugging the **device** will invalidate all warranties relating to the **device** and installation and also invalidate the insurance cover provided. Damage or loss caused by any form of tampering or non-permitted interaction with the **device** is not covered by this insurance **policy**.

If, following an investigation, **you**, or anyone else is proven to have tampered with or unplugged the **device**, **you** will be required to pay for any reasonable costs **we** may have incurred including removing, repairing, or replacing the defective **device** or parts thereof. **Your** insurance **policy** will also be cancelled.

Impact on your policy if the device is unplugged

If **your device** is disconnected **we** or **your insurer** may take the following action(s):

- Exclude Section 1(A) Accidental Damage cover.
- Remove and invalidate any applicable rewards or renewal discounts that may apply to **you**.

We reserve the right to forcibly cancel **your policy** should the **device** remain unplugged for more than 10 continuous days.

4 Your Driving

Once the **device** is installed, just drive as **you** normally would. The **device** allows **us** to understand how safely **you** drive **your car**, how far **you** travel and when **you** use it.

We use the driving data the **device** sends to **us** to provide **you** with **your driving score** based on how safely **we** interpret **your** driving. **You** can view **your driving score** and see how it has changed over time via **your** Online portal. As **we** collect more driving data, **we** are constantly updating the way that **we** generate all **driving scores**, and this can affect **your driving score** and any future **driving score** discount.

Your driving score can be affected by the way other people drive **your car,** and it is **your** responsibility that **insured persons** are aware of this.

A high **driving score** is achieved where we, in **our** absolute discretion, determine that **you** have demonstrated good driving behaviour which is based on the overall driving of the **car** including any others driving **your car**.

Driving behaviour will be calculated to reflect the risk of **you** making a claim rather than determining how skilful **you** are as a driver.

IMPORTANT: Only the **policyholder** and any **insured person** named on **your** current **certificate of motor insurance** may drive **your car**.

5 Premium

We or **your insurer** may cancel **your policy** based on the **driving data** obtained from the **device** if it indicates dangerous driving behaviour (for example if **you** are found to be driving **your car** in excess of 160kph) and **we** may cancel otherwise in accordance with the terms and conditions of **your policy**.

On renewal **your premium** may be increased or decreased taking into account **your driving score**, kilometres driven and driving behaviour in the previous **period of Insurance** (and any other relevant terms of **your policy**).

6 Important Consequences for You from Speed Warnings

Consequences for **you** where speeding is detected by **your device**:

a) If the **device** detects that **your car** has been driven at 160kph or over on a public road, **your policy** will be cancelled under the terms shown in General Conditions 6 “Cancellation of **your policy** by **us** or **your insurer**””.

b) If the **device** detects that **your car** has persistently been driven above the **speed limit** and **we** have given **you** at least three speeding warnings, **your policy** will be cancelled under the terms shown in General Condition 6 "Cancellation of **your policy** by **us** or **your insurer**". Persistently means the **device** has detected a dangerous speeding event a further two times after **our** second speeding warning.

Dangerous Speeding Events

For the purposes of this section of the **policy** and General Condition 6 “Cancellation of **your policy** by **us** or **your insurer”,** a dangerous speeding event occurs where the **device** detects that **your car** has been driven 25% or more above the **speed limit** for the road being travelled on.

Dangerous Speeding Event Examples

Where the **speed limit** is:

- 40kph, a dangerous speeding event occurs if **your car** has been driven at 50kph or over;
- 60kph, a dangerous speeding event occurs if **your car** has been driven at 75kph or over;
- 100kph, a dangerous speeding event occurs if **your car** has been driven at 125kph or over;
- 120kph, a dangerous speeding event occurs if **your car** has been driven at 150kph or over.

How do we create dangerous speed warnings?

The **device** contains multiple sensors which relay information to **us** in real time. GPS location data is used to generate speed information from **your car** for each trip taken which is compared with the road network **speed limits**.

Speeding Warnings - Important:

You will be given a speeding warning (as outlined below) where the **device** detects that **your car** has been driven above the **speed limit**.

Speeding Warning 1:

You will be given a speeding warning where the **device** detects more than two dangerous speeding events (i.e. the speeding warning will be given on detection of the third dangerous speeding event).

Speeding Warning 2:

You will be given a second speeding warning where the **device** detects a further two dangerous speeding events after the first speeding warning.

The second speeding warning will warn **you** that the **policy** will be cancelled if **you** continue to speed.

Notice of Cancellation (Speeding warning 3):

You will be given notice of cancellation of **your policy** where the **device** detects a further two dangerous speeding events after the second speeding warning.

7 Theft Tracking

You must report the theft of **your car** to the Gardai / Police at least within 24 hours of discovery of the incident and obtain an Incident Number; to verify a theft has taken place and **you** must report the incident to **your insurer's** claims department on 01 859 9700. **You** will be responsible for any charges in respect of storage or recovery of **your car** by the Gardai / Police.

8 Accident Tracking

By virtue of the existence of GPS tracking functionality in **your device**, **we** should be aware if an accident occurs. Where possible **we** will aim to contact **you** on the number **you** supplied to **us** when the **policy** was arranged or renewed and will take the actions necessary to get **you** mobile again.

If **your car** is not safe to be driven, **your insurer** will arrange for **your car** to be taken for repair in accordance with the terms of **your policy**.

However, **you** must contact the emergency services or report the accident to the Gardai / Police after an accident has occurred, and **you** must report the accident to **your insurer's** claims department on 01 859 9700.

9 Claims

Driving data obtained from the **device** may be used by **us** and **your insurer** to assess claims. If **you** have a claim during the **period of insurance your driving score** will not be affected.

10 Driving Your Car Abroad

In some countries while **you** are driving **your car** abroad, **your** driving data may be recorded but not transmitted. If this occurs the **device** will transmit some or all of **your** driving data to **us** when **you** return to the Republic of Ireland. The driving data transmitted to **us** upon **your** return to the Republic of Ireland will be used in the calculation of **your driving score**.

11 Forcibly Cancelling Your Policy based on Driving Data

We and **you insurer** reserve the right to forcibly cancel **your policy** should the driving data from the installed **device** in **your car** indicate dangerous driving behaviour, such as for example, dangerous speeding, braking, acceleration, cornering, or lateral movements.

Please note the list above are only examples of dangerous driving behaviour, it is not an exhaustive list, and **we** may deem other conduct to indicate dangerous driving behaviour.

If **we** or **your insurer** force cancel **your policy**, **we** will give **you** 10 working days written notice to **your** last known address. All cover will cease from that date.

We and **your insurer** reserve the right to forcibly cancel **your policy** should the **device** indicate persistent speeding, and **we** have given **you** due warning as detailed under sub-section 6 above "Important consequences for **you** from Speed Warnings".

WARNING: If **we** or **your insurer** forcibly cancel **your policy**, it may affect **your** ability to obtain **car** insurance cover.

Guidance if you're involved in an accident

The information below is intended as a guide for **you** in the event that **you** are involved in an accident and need to report details of the accident to **your insurer** and/or to notify details of any claim to them.

What to do after a car accident

Stop **your car** as safely and as soon as possible. Switch off the engine and switch **your** hazard lights on. It's a criminal offence to leave the scene of an accident. Even the most minor **car** accidents can come as a shock, so try to remain calm and take a moment to compose yourself, a few deep breaths should help with this.

Check on the others at the scene

Check if **you** and **your** passengers are okay. Take a minute to assess the situation as **you** might be in a shocked state. If there's another **car** involved check everyone is okay. If anyone is in pain or injured from either **car** call an ambulance immediately. Avoid moving anyone who may be badly injured.

Information you should get after an accident

Take note of all the people involved in the accident. This is important in case queries or injuries are brought up at a later stage. By law **you** must give **your** name and address to everyone involved and they must share the same with you. **You** should also exchange the name and address of **your** insurance company with the other party.

Ask the other driver if they are the registered owner of the **car**. If they are not, ask who is. The **car** may have been borrowed or could be a company **car**. Take a note of the make, model and registration of the other **car(s)** involved.

Note the detail of any injuries sustained on either side. Also make note of anyone who says they are not hurt. If there are any witnesses to the accident, take their names and addresses.

If possible, it is helpful to take photos of:

- The damage caused to each **car** – where the damage is, how severe it is etc.
- The position of the **cars** on the road after the collision. This is especially important when determining who may have been responsible.

Basically, the more information **you** can collect, the better, as this will be helpful when the authorities are reviewing the incident. If possible, also try to note the date, time, weather conditions, light conditions and state of the road at the incident.

Also be very careful what **you** say after an accident. Do not apologise to the other driver, admit responsibility, or even discuss the accident at the scene. This applies even if **you** think **you** may be at fault.

What to do in a single car accident

If **you** have damaged another **car** or someone's property, **you** should take photos of the damage so that any later claims can't be exaggerated. **You** should leave a note with **your** insurance and contact details somewhere that the other party can easily find them, under the **windscreen** wiper is a pretty handy spot. **You** should never assume that everything will just be alright and drive off without doing the above.

How to report a car accident

Depending on the accident itself **you** may need to call the Gardaí / Police and/or an ambulance, this can be done by dialling either 999 or 112. It's helpful to have somebody independent and qualified on the scene. The Gardaí / Police will need to get involved if there appears to be drink or drugs involved, or **you** suspect the other driver may have deliberately caused the accident.

They will also need to be contacted if the other party refuses to share their **car** and licence details, they try to leave the scene of the accident or if there are any injuries on either side. **You** are legally required to notify the Gardaí / Police of any injuries within 24 hours of the accident. The Garda website has FAQs that deal with reporting of a crime.

How to make an insurance claim after an accident

After you've completed the above steps and had time to catch **your** breath **you** need to notify **your insurer's** claims team of the accident. For information on how to make a claim, please go to **your** online portal.

This must be done even if you're not planning to make a claim on **your** insurance **policy** or if **you** intend to pay for the damage to the other **car** yourself as the other party might still claim later. **You** must notify **your insurer's** claims team of an accident as soon as reasonably possible.

The claims team will look for **your policy** number or **your** name, address and **car** registration number as well as the registrations of any other **cars** involved, the name and contact details of the other driver, passengers or witnesses.

The claims team will also need the other driver's insurance details, and any photos **you** took at the scene of the accident.

Who will deal with your claim?

Your insurer will deal with **your** claim. **You** should therefore refer all enquiries to:

24 Hour Claims Helpline: +353 1 859 9700

Windscreen Claims Helpline: +353 1 859 9899

What to do after an accident?

The following actions are required by law:

1 **You** must stop - it is a serious offence not to do so.

2 **You** must give **your** name and address to anyone involved in the accident, together with details of **your car** and **your insurer**.

3 If **you** are unable to notify the Gardaí /Police at the scene of the accident, **you** must report it to them as soon as possible, and in any case within 24 hours.

4 **You** must show **your certificate of motor insurance** to the Gardaí /Police if they need to see it.

Important: If **your car** is not safe to drive after an accident and **your insurer** has not contacted **you** already, please telephone them on +353 1859 9700 and they will arrange for someone to assist you. If **your car** cannot be made roadworthy within a reasonable time, they will arrange to take it to their approved repairer at their expense.

Your insurer's employees and contractors will use all reasonable care and skill when providing the accident recovery service. However, they can refuse to provide services (or cancel them) if, in their opinion, **your** demands are excessive, unreasonable, or impractical.

How do you notify us of your claim?

If **your insurer** has not contacted you, first check **your schedule** to make sure **you** are covered for the loss or damage **you** are claiming for.

If **you** have been involved in an accident, or **your car** is damaged by fire or vandalism, **you** should contact **your insurer**, and they will advise **you** how to proceed. The telephone number is shown at the front of this **policy** document and above.

You will be asked to do the following:

1. Supply as much information as **you** can concerning the accident or incident. This may be by completing a Motor accident report form or Motor theft report form, whichever is appropriate.
2. Send a copy of **your** driving licence, **Car** Registration Document, NCT Certificate, purchase receipts and spare keys if **your car** has been stolen.
3. **You** must send any communication **you** receive in connection with **your** claim to **your insurer**.

You must not admit liability or deal with any correspondence yourself without **your insurer's** prior consent.

You must report any vandalism to the Gardai / Police and obtain a crime report number.

Please note: Even if **you** are not covered for damage to **your car**, **you** must still advise **your insurer** of the accident and **you** must confirm whether anyone else was involved in the accident who may have suffered an injury or damage to their property.

If the **windscreen** or windows of **your car** are damaged, **you** should:

1. Telephone **your insurer** on +353 1 8599899. **You** will need **your policy** details ready to confirm that **you** are covered for this damage.
2. **You** will be given advice on whether **your windscreen** can be repaired rather than replaced.
3. If it is not possible to repair **your windscreen** or if the damage is to the windows of **your car**, **your insurer** will instead arrange for it to be replaced.

If you choose not to use your insurer's approved repairer but choose an alternative repairer:

- This may lead to a delay in arranging the repair of **your car**;
- **Your insurer** will not be able to provide **you** with a courtesy **car** or guarantee repairs;
- An additional **excess** of €250 will apply (in addition to any other **excess** shown elsewhere in this policy booklet or on **your policy schedule**).

How your insurer handles claims

1 Payment of premium

If **you** make a claim and **you** have not paid all **your premium**, **your insurer** may deduct any unpaid **premium** from any claim settlement they make to you.

2 Repairs

If **your car** is lost, stolen or damaged, **your insurer** will decide whether to:

- Pay the cost of repairing any damage to **your car**;
- Pay an amount in cash equivalent to the value of any loss or damage to **your car** not exceeding the **market value** of **your car**;
- Replace **your car** with one of a similar type and in a similar condition.

The most **your insurer** will pay will be the **market value** of **your car** at the time of the loss, less any **excess**.

If **your car** belongs to somebody else or is the subject of a hire purchase or leasing agreement, **your insurer** may make any payment due under the **policy** to the legal owner. Their liability under this **policy** will then be complete.

If **you** cannot drive **your car** as a result of damage covered under this **policy**, **your insurer** will pay the reasonable cost of:

- Protecting **your car** and removing it to **your insurer's** nearest approved repairers; and
- Delivering **your car** to **your** address as shown in the **schedule** after the repairs have been completed.

Repairs to **your car** undertaken by one of **your insurer's** approved repairers are guaranteed for the period that **your car** remains owned by **you**.

If **you** choose not to use **your insurer's** approved repairer but choose an alternative repairer:

- This may lead to a delay in arranging the repair of **your car**;
- **Your insurer** will not be able to provide **you** with a courtesy **car** or guarantee repairs;
- An additional **excess** of €250 will apply (in addition to any other **excess** shown elsewhere in this **policy** or **your schedule**.

3 Recovery of your car following an accident

If **your car** is not safe to drive after an accident and **your insurer** has not contacted **you** already, please telephone them on 01 859 9700 and they will arrange for someone to assist you. If **your car** cannot be made roadworthy within a reasonable time, **your insurer** will arrange to take it to their approved repairer within the specified **policy** limits.

If **you** choose not to use **your insurer's** approved repairer but choose an alternative repairer:

- This may lead to a delay in arranging the repair of **your car**;
- **Your insurer** will not be able to provide **you** with a courtesy **car** or guarantee repairs;
- An additional **excess** of €250 will apply (in addition to any other **excess** shown elsewhere in this **policy** or on **your policy schedule**).

Your insurer's employees and contractors will use all reasonable care and skill when providing the accident recovery service. However, they can refuse to provide services (or cancel them) if, in their opinion, **your** demands are excessive, unreasonable or impractical.

4 Towage and Storage

The maximum limit **your insurer** will pay for all fees connected with towage and storage of **your car** provided **you** notify them within 48 hours of any accident or loss will be €300.

If **you** notify them more than 48 hours after any accident or loss, they will determine the amount they deem reasonable to pay **you** for fees accumulated.

5 Excesses that apply

If **your schedule** shows that **you** have to pay an **excess** or **excesses**, **you** must pay the first part of any claim up to the total amount of all the **excesses** that apply.

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