

Your Motor Policy

CHUBB®

Masterpiece® Motor



# Thank you for choosing Masterpiece<sup>®</sup> Motor

Since 1882 Chubb has been renowned in America for exceptional insurance cover and service.

We have grown into a world-leading specialist insurer of fine homes and cars, as well as privately owned art, antiques and jewellery. Masterpiece was launched in Ireland in 1998.

Our trademark three step approach is designed to eliminate the pitfalls of standard insurance. Each step helps to build to the certainty of superb cover and service:

- First, we agree the value of your car upfront each year, so that you know the exact sum we will pay if it is a total loss
- Then, we offer a remarkable combination of cover and service
- Finally, we aim to pay claims fast. Our claims team is available round-the-clock to provide fast, fair and fussfree support

Our Home insurance shares a similar three step approach, with an expert home appraisal, worldwide all risks property cover with few restrictive conditions and the legendary Chubb claim service.

Please do read this policy, and I hope you'll appreciate the scope of our cover and why we say we create certainty.

We are always endeavouring to improve. So, should you find any aspect of our service less than satisfactory, do not hesitate to contact me personally.



**Annmarie M. Camp**

*Executive Vice President, Head of Personal Risk Services Europe*

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## Your Policy

This is **Your Policy** booklet which should be read alongside **Your** most recent **Policy Schedule**, Certificate of Insurance, any **Amendment to Cover Notices** and any **Endorsements**. Together they form the contract between **You** and **Us**. They explain in detail the covers as well as any conditions **You** must comply with. Please take the time to read and understand the documentation. If there is anything that needs clarifying, please contact **Your** Insurance Broker in the first instance.

**Your Policy** booklet details all the covers available when **You** purchase a personal insurance **Policy** from **Us**. **You** may not have all the covers available; **Your Policy Schedule** and Certificate of Insurance will show **You** which covers **We** are providing and the sums insured where appropriate. If **You** are interested in increasing or adding elements of cover under this **Policy** please contact **Your** Insurance Broker to discuss **Your** requirements.

If **You** have home insurance with Chubb **You** will receive a separate **Policy** booklet that will need to be read together with **Your** most recent **Policy Schedule**, any **Amendment to Cover Notices** and any **Endorsements**.

At renewal of **Your Policy**, **You** will be provided with an updated **Policy Schedule** and Certificate of Insurance. If there have been any changes to the cover provided under **Your Policy**, **You** will receive either an **Amendment to Cover Notice** or a complete new **Policy** booklet.

**You** are advised to keep **Your Policy Schedule**, **Policy** booklet, Certificate of Insurance, **Amendment to Cover Notices** and **Endorsements** in a safe place.

**Thank you for choosing Chubb to provide Your motor insurance**

# Introduction and Policy definitions

This is **Your** Chubb Masterpiece Motor **Policy**. Together with **Your Policy Schedule**, **Your** Certificate of Insurance, **Amendment to Cover Notice** and **Endorsements**, it explains **Your** covers and other conditions of **Your Policy** in detail. This **Policy** is a contract between **You** and **Us**.

**Please read Your Policy carefully and keep it in a safe place.**

## Agreement

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**We** agree to provide the insurance described in this **Policy** in return for **Your** Premium and compliance with all the **Policy** conditions.

## Policy Definitions

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In this **Policy**, words have their plain English meaning. Throughout the **Policy**, defined terms will be capitalised, in italics and bold.

**Amendment to Cover Notice** means the most recent document of this name issued by **Us** to **You**.

**Bodily Injury** means physical bodily harm, including sickness or disease that results from it, and required care, loss of service and resulting death.

**Business** means any full or part-time employment, trade, occupation, profession, or a farm operation which includes the raising or care of animals.

**Contents** means unspecified personal property owned by **You** or a **Family Member**, or for which **You** or a **Family Member** are legally responsible.

**Covered Person** means any permitted user legally entitled to drive in accordance with the Certificate of Insurance.

**Covered Vehicle** means:

- any **Vehicle** described in **Your Policy Schedule** for which a Certificate of Insurance and **Insurance Disc** has been issued and which bears the registration mark of that **Vehicle** and which belongs to **You** or a **Family Member** or is under a hire purchase agreement or is leased to **You**;
- any private vehicle, including a courtesy car, which does not belong to **You** when used by a **Covered Person** named on the Certificate of Insurance with the owner's permission, but does not include other vehicles that are furnished or available for the regular use of **You** or a **Family Member**;
- any trailer or caravan **You** own whilst attached to a **Covered Vehicle**

**Damages** means the sum that is paid or is payable to satisfy a claim settled by **Us** or resolved by judicial procedure or by a compromise **We** agree to in writing.

**Endorsement** means a written modification to this **Policy** issued by **Us** to **You**.

**Excess** means that amount **We** will subtract from any covered loss **We** pay.

**Family Member** means any member of **Your** household residing with **You**.

**Incapacitated** means an inability to function as normal for a period exceeding 30 days as diagnosed by a **Physician** or authorised mental health professional.

**Intoxication** means having a blood alcohol level exceeding the prescribed limit as decreed by the road traffic Act or local jurisdiction, or under the influence of any illegal substance.

**Insurance Disc** means the most recent **Insurance Disc We** issued to you in accordance with the road traffic (**Insurance Disc**) regulations 1984.

**Market Value** means the cost to replace a **Vehicle** with one of the same make, model, specification, mileage, age and condition immediately prior to the covered loss.

**Medical Expenses** means reasonable charges for first aid, medical, funeral, surgical, x-ray, dental, ambulance, hospital, rehabilitation, professional nursing services, and prosthetic devices.

**Occurrence** means any loss or accident to which this insurance applies which first occurs within the **Policy Period**. Continuous or repeated exposure to substantially the same general conditions, unless excluded, is considered to be one **Occurrence**.

**Physician** means a person who is licensed as a medical doctor or a doctor of osteopathy under the laws of the jurisdiction in which treatment is given to a Patient and who is qualified to provide such medical treatment. A **Physician** does not include **You** or a **Family Member**.

**Policy** means **Your** entire Chubb Masterpiece Motor **Policy**, including the **Policy Schedule**, the Certificate of Insurance, **Insurance Disc**, **Amendment to Cover Notice** and **Endorsements**.

**Policy Period** means the effective dates of this **Policy** as shown in the **Policy Schedule**. The effective date begins at the time shown on the Certificate of Insurance and ends at 00.01 standard time at the mailing address shown.

All covers on this **Policy** apply only to **Occurrences** that take place during the **Policy Period** as specified in the **Policy Schedule** and Certificate of Insurance.

**Policy Schedule** means the most recent **Policy Schedule We** issued to **You**.

**Property Damage** means physical injury to or destruction of tangible property, including the loss of its use.

**Territorial Limits** means the European Union, the United Kingdom, Andorra, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino and Switzerland or in transit by rail, sea, land (not under the vehicle's own power) or air to or from any countries listed in the **Territorial Limits**.

**Vehicle** means:

- any **Vehicle** described in **Your Policy Schedule** for which a Certificate of Insurance and **Insurance Disc** has been issued and which bears the registration mark of that **Vehicle** and which belongs to **You** or a **Family Member** or is under a hire purchase agreement or is leased to **You** or a **Family Member**;
- any private **Vehicle**, including a courtesy car, which does not belong to **You** or a **Covered Person** named on the Certificate of Insurance when, used by a **Covered Person** named on the Certificate of Insurance and with the owner's permission, but does not include other vehicles kept at the location shown in **Your Policy Schedule** or available for the regular use of a named driver or a **Family Member**

**We, Our** and **Us** means Chubb European Group SE or any other member insurer of the Chubb Group with Chubb Limited as its ultimate holding company.

**You** and **Your** means the person named in the **Policy Schedule** and a spouse or partner who permanently resides with that person.



## Making a claim and Key contact details

Chubb has in place a written procedure for the effective and proper handling of claims. The procedure provides that:

- a) Where a claim form is required to be completed, it will be issued to **You** by **Us** within five business days of receiving notice of a claim;
- b) **We** will assist in the process of making a claim, including, where relevant, alerting **You** to relevant policy terms and conditions;
- c) **We** will maintain a record of all conversations with **You** in relation to the claim; and
- d) **We**, while the claim is ongoing, will provide **You** with updates of any developments affecting the outcome of the claim within ten business days of the development. When additional documentation or clarification is required from **You**, **You** will be advised of this, as soon as required, in writing.

### Making a Vehicle Physical Damage Cover or Vehicle Third Party Liability Cover claim

To make a claim, in the first instance please contact **Your** broker or call our telephone numbers listed below.

**Our** telephone services are manned 24 hours a day, 7 days a week and will:

- recover **Your Vehicle** to either an approved repairer or a repairer of **Your** choice following a covered accident;
- arrange for a courtesy car for **Your** use, following a covered accident, fire or theft;
- inspect and approve repairs on **Our** behalf;
- clean **Your Vehicle** following the completion of the repairs;
- return **Your Vehicle** to **You**; and
- collect the courtesy car from **You**

This service has been arranged to manage **Your** claim from the first notification through to final settlement. At times **Our** telephone services are manned by **Our** selected specialist partners.

#### **Calling from inside Ireland:**

1800 242 702

#### **Calling from outside Ireland:**

+353 1472 2098

#### **Email:**

motor-newclaims@chubb.com

#### **Our address:**

Chubb European Group SE, 5 George's Dock, IFSC, Dublin 1, Ireland

### Receiving Your Vehicle Physical Damage Cover or Vehicle Third Party Liability Cover claim payment

**You** may elect to receive **Your** claim payment via electronic fund transfer rather than via cheque. This means **Your** claim payment will be sent directly from our bank account to the bank account which **You** have provided to **Us**. When discussing **Your** claim with **Your** broker or **Us**, please provide the name of **Your** Bank and the applicable Swift or IBAN number.

### **Making a European Motor Assistance Cover claim**

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European Motor Assistance Cover only applies to **Your Policy** if shown in **Your Policy Schedule**.

This European Motor Assistance Cover is administered by ARAG: ARAG Legal Protection Limited, Europa House, Harcourt Centre, Harcourt Street, Dublin 2, D02 WR20, a company registered in Republic of Ireland number 639625. It is insured by ARAG Insurance Company Limited.

Through our partner, ARAG, You have access to a 24 hour Helpline.

In the event of a motor vehicle breakdown, call ARAG on :

#### **Calling from inside Ireland:**

1800 242 702

#### **Calling from outside Ireland:**

+353 1472 2098

Please provide the following information:

- the **Covered Person's** name;
- registration number of the **Covered Vehicle**;
- the make, model and colour of the **Covered Vehicle**;
- nature of the Breakdown and location of the **Covered Vehicle**; and
- if the **Covered Vehicle** is fitted with alloy wheels.

A breakdown assistance operator will arrange for a recovery operator to come to the **Covered Person's** assistance as quickly as possible.

### **Making a Motor Legal Expenses Cover claim**

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Motor Legal Expense Cover only applies to **Your Policy** if shown in **Your Policy Schedule**.

This Motor Legal Expense cover is arranged by ARAG Legal Protection Limited on behalf of the **Insurer**, ARAG Insurance Company Limited.

#### **After a motor accident**

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

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

#### **If your vehicle cannot be driven**

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

### **How we help you**

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

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

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

Send **Your** claim to:

Claims Department | ARAG Legal Protection Limited | Europa House | Harcourt Centre | Harcourt Street | Dublin | D02 WR20 Email: claims@arag.ie | Telephone: 01 670 7470

### **Making a Vehicle Physical Damage Cover or Vehicle Third Party Liability Cover Complaint**

**We** aim to provide customers with the highest possible level of service at all times. If **You** are unhappy with the service provided for any reason or have cause for complaint, please, in the first instance, contact the person who arranged the **Policy** for **You** or contact us at:

Private Clients Manager, Chubb European Group SE,  
5 George's Dock, IFSC, Dublin 1, Ireland

T 01 440 1700

**We** will seek to resolve any complaints from **You**. When **We** receive an oral complaint, **We** will offer **You** the opportunity to have this handled in accordance with **Our** complaints procedure. Chubb has in place a written procedure for the proper handling of complaints. This procedure need not apply where the complaint has been resolved to **Your** satisfaction within five business days, provided however that a record of this fact is maintained.

At a minimum this procedure must provide that:

- a) **We** will acknowledge each complaint on paper or on another durable medium within five business days of the complaint being received;
- b) **We** will provide **You** with the name of one or more individuals appointed by **Us** to be **Your** point of contact in relation to the complaint until the complaint is resolved or cannot be progressed any further;
- c) **We** will provide **You** with a regular update, on paper or on another durable medium, on the progress of the investigation of the complaint at intervals of not greater than 20 business days, starting from the date on which the complaint was made;
- d) **We** will attempt to investigate and resolve a complaint within 40 business days of having received the complaint; where the 40 business days have elapsed and the complaint is not resolved, **We** will inform **You** of the anticipated timeframe within which **We** hope to resolve the complaint and will inform **You** that the matter can be referred to the relevant Ombudsman; **We** will provide **You** with the contact details of such Ombudsman; and

- e) Within five business days of the completion of the investigation, **We** will advise **You** on paper or on another durable medium of:
- i) the outcome of the investigation;
  - ii) where applicable, the terms of any offer or settlement being made;
  - iii) that **You** can refer the matter to the relevant Ombudsman, and the contact details of such Ombudsman

**We** will maintain up-to-date and comprehensive records for each complaint received from **You**.

If **We** are unable to resolve the complaint to **Your** satisfaction **You** may refer the matter to the Financial Services and Pensions Ombudsman (FSPO) in Ireland. The FSPO can be contacted at the address shown below:

The Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin, D02 VH29  
Tel: + 353 1 567 7000  
Email: info@fspoi.ie  
Website: www.fspoi.ie

Referring the matter to the FSPO will not affect **Your** right to take legal action against **Us**.

#### **Financial Services Compensation Scheme**

Chubb subscribes to the Financial Services Compensation scheme of the United Kingdom. This provides compensation in case any of its members, in specified circumstances, are unable to meet any valid claims under their policies. Further information can be obtained from Chubb at the address above, or from the Financial Services Compensation Scheme at the following address:

Financial Services Compensation Scheme, 10th Floor,  
Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

#### **Insurance Compensation Fund**

In the event of an insurer such as Chubb being unable to satisfy claims, **You** may be entitled to compensation from the Insurance Compensation Fund in Ireland. 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.

#### **Making a European Motor Assistance Cover Complaint**

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To make a complaint about European Motor Assistance Cover please call ARAG on 1800 242 702.

Please send Your European Motor Assistance Cover complaint to:  
ARAG Legal Protection Limited, Europa House, Harcourt Centre,  
Harcourt Street, Dublin 2, D02 WR20.

Should **You** remain dissatisfied with the final response to **Your** complaint or if **You** have not received a final response within 40 (forty) business days of the complaint being made, **You** may be eligible to refer **Your** complaint to the Financial Services and Pensions Ombudsman (FSPO). The FSPO can be contacted at the address shown above.

If **You** have purchased **Your** contract online **You** may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is [www.ec.europa.eu/odr](http://www.ec.europa.eu/odr).

The complaints handling arrangements above are without prejudice to **Your** right to commence a legal action or an alternative dispute resolution proceeding in accordance with **Your** contractual rights.

### **Making a Motor Legal Expenses Cover Complaint**

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Please send **Your** Motor Legal Expenses Cover complaint to:

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

Should **You** remain dissatisfied with the final response to **Your** complaint or if **You** have not received a final response within 40 (forty) business days of the complaint being made, **You** may be eligible to refer **Your** complaint to the Financial Services and Pensions Ombudsman (FSPO). The FSPO can be contacted at the address shown above.

The complaints handling arrangements above are without prejudice to **Your** right to commence a legal action or an alternative dispute resolution proceeding in accordance with Your contractual rights.

### **Registered office**

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Chubb European Group SE.

Irish registered branch address:  
5 George's Dock, IFSC, Dublin 1, Ireland  
Company Number 1112892.

Registered office:  
La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France

Chubb European Group SE trading as Chubb, Chubb Bermuda International and Combined Insurance, is authorised by the Autorité de contrôle prudentiel et de résolution (ACPR) in France and is regulated by the Central Bank of Ireland for conduct of business rules.

Chubb European Group SE is an undertaking governed by the provisions of the French insurance code with registration number 450 327 374 RCS Nanterre and the following registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Chubb European Group SE has fully paid share capital of €896,176,662.

## Policy conditions

This part of **Your Policy** details the terms and conditions which form part of **Your Policy**. Please note that these **Policy** Conditions apply in addition to the Conditions stated in each cover part of **Your Policy**. Failure to comply with the **Policy** Conditions may invalidate **Your** claim.

These conditions apply to **Your Policy** in general and to each cover in it.

### Change of risk

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Whenever during the **Policy Period** any of the following events occur, **You** must notify **Us** immediately thereafter:

- Any change of **Vehicle(s)** and/or registration number(s)
- Any change of use to any **Vehicle** listed on your Schedule (e.g. if used for business, or any new drivers)
- Any change in the estimated annual mileage **You** expect to drive in any one **Policy Period**
- Any change in the **Vehicle**, increasing the vehicle performance, speed or brake horse power
- Any change in the security or parking arrangements for **Your** vehicle(s)
- Any change to **You** or **Your Family Members'** occupations or professions
- If **You** or a **Family Member** have been convicted of and/or charged with any offence, (other than motoring convictions and/or spent convictions)
- Any motoring convictions or pending prosecutions of **You**, any named or regular drivers or **Covered Persons**
- Any change of address relating to the location at which any vehicle listed on **Your** Schedule is kept
- Any incidents which may result in a claim under this policy which **We** are not yet aware of

Where one (or more) of the above events occur(s), **We** will have the right to amend the terms of **Your Policy** and charge an additional premium, or cancel **Your Policy** in accordance with our cancellation rights set out at page 19 of this **Policy** booklet. If **You** are unsure about whether **You** need to tell **Us** something, please speak to **Your** broker, or tell **Us**.

### Answers to Our questions

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**You**, each **Family Member**, each **Covered Person** and anyone acting on **Your**, any **Family Member's** or any **Covered Person's** behalf have a responsibility to answer honestly and with reasonable care all questions posed by **Us** when applying for this **Policy** or when it is varied.

In answering **Our** questions If **You**, a **Family Member** or any **Covered Person**, or anyone acting on **Your**, a **Family Member's** or a **Covered Person's** behalf:

- provide **Us** with information which **You** or they know is false or misleading; or
- consciously disregard whether a misrepresentation is false or misleading; or
- where any conduct (relative to the contract or the steps leading to its formation) by **You**, a **Family Member** or any **Covered Person**, or anyone acting on **Your**, a **Family Member's** or a **Covered Person's** behalf involves fraud of any other kind,
  - then **We** can treat this **Policy** as if it never existed,
  - **We** can decline all claims and **We** need not return any premium paid by **You**.

In answering **Our** questions if **You**, a **Family Member** or any **Covered Person**, or anyone acting on **Your**, a **Family Member's** or a **Covered Person's** behalf makes a careless misrepresentation (that is, one that is not fraudulent) **We** may:

- treat this **Policy** as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered;
- amend the terms of **Your Policy**. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your**, a **Family Member's** or a **Covered Person's**, or anyone acting on **Your** or their behalf's, carelessness;
- reduce the amount **We** pay on a claim to the proportion that the premium **You** have paid bears to the premium **We** would have charged **You** had the careless misrepresentation not been made;
- cancel **Your Policy** in accordance with **Our** cancellation rights set out at page 19 of this **Policy** booklet

In answering **Our** questions if **You**, a **Family Member** or any **Covered Person**, or anyone acting on **Your**, a **Family Member's** or a **Covered Person's** behalf make an innocent misrepresentation (that is one that is neither fraudulent or careless) **We** will still pay the claim and **We** will not avoid **Your Policy**.

### **Fraudulent claims**

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If **You**, a **Family Member** or any **Covered Person**, or anyone acting on **Your**, a **Family Member's** or a **Covered Person's** behalf:

- knowingly makes a dishonest, fraudulent or exaggerated claim under **Your Policy**;
- knowingly makes a false statement in support of a claim;
- knowingly provides a false or forged document in support of a claim; and/or
- makes a claim for any loss or damage caused by **Your** or their wilful act or caused with **Your** agreement, knowledge or collusion, then **We** may give **You** notice that **Your Policy** will be treated as terminated from the date of any such act, **We** will not pay any fraudulent claims,

**We** will be entitled to recover from **You** the amount of any fraudulent claim already paid under **Your Policy**, legal action may be taken against **You** and **We** may inform the Police and any other law enforcement agencies about the claim

### **Policy Period**

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The effective dates of this **Policy** are shown in the **Policy Schedule**. The effective date begins at the time shown on the Certificate of Insurance and ends at 00.01 standard time at the mailing address shown.

All covers on this **Policy** apply only to occurrences that take place during the **Policy Period** as specified in the **Policy Schedule** and Certificate of Insurance.

### **Policy enhancements**

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**We** may extend or broaden the cover provided by this **Policy**. If **We** do this during the **Policy Period** or within 60 days before the **Policy Period** commences without increasing the premium, then the extended or broadened cover will apply to an **Occurrence** after the effective date of the extended or broadened cover.

### **Transfer of rights**

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If **We** make a payment under this **Policy**, **We** will assume any recovery rights **You**, a **Family Member** or a **Covered Person** has in connection with that loss, to the extent **We** have paid for the loss.

All of **Your** rights of recovery will become **Our** rights to the extent of any payment **We** make under this **Policy**. **You**, a **Family Member** or a **Covered Person** must do everything necessary to secure such rights, do nothing after a loss to prejudice such rights and give **Us** all the information and assistance necessary for **Us** to achieve a settlement.

### **Payments made outside of the terms of the policy**

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If, under the law of any country, **We** must make a payment that is not covered by **Your** Chubb Masterpiece Motor policy; **We** have the right to recover this payment from **You** or the person who is liable.

### **Application of cover**

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Cover applies separately to **You**, a **Family Member** or any **Covered Person**. However, this provision does not increase the amount of cover for any one **Occurrence**.

### **Duplicate cover**

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If a loss is covered under more than one part of this **Policy**, **We** will pay **You** under the part giving **You** the most cover but not under more than one part. In no event will **We** make duplicate payments.

### **Other insurance**

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When other motor insurance applies to a covered loss under this **Policy**, **Our** cover will apply as excess to any other available insurance.

### **Assignment**

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**You** cannot transfer **Your** interest in this **Policy** to anyone else without **Our** written agreement.

### **Policy changes**

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This **Policy** can be changed by a written amendment issued by **Us** or by **You** with **Our** agreement.

### **Bankruptcy or insolvency**

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**We** will meet all **Our** obligations under this **Policy** regardless of whether **You**, **Your** estate, or anyone else or their estate becomes bankrupt or insolvent.



### Loss payee

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If a Third Party is named in this **Policy** as a “loss payee”, any loss payable will be paid to the loss payee and **You**, as interests appear. If more than one loss payee is named, the order of payment will be the same as the order of the loss payees as shown in **Your** Additional Interests **Policy Schedule**. **We** cover the interests of the loss payee, unless the loss results from fraudulent acts or omissions on **Your** part.

If **We** deny **Your** claim, that denial will not apply to a valid claim of the loss payee, provided that the loss payee:

- notifies **Us** of any change in ownership or substantial change in risk of which the loss payee is aware;
- pays any premium due under this **Policy** on demand if **You** have neglected to pay the premium; and
- submits a signed, sworn statement of loss within 60 days after receiving notice from **Us** of **Your** failure to do so.

All **Policy** conditions apply to the loss payee. If the **Policy** is cancelled or not renewed by **Us**, the loss payee will be notified at least 10 days before the date cancellation or non-renewal takes effect.

If **We** pay the loss payee for any loss and deny payment to **You**, then:

- **We** will be subrogated to all rights of the loss payee granted under the loan on the property; or
- at our option, **We** may pay to the loss payee the whole principal on the loan plus any accrued interest. In this event, **We** will receive a full assignment and transfer from the loss payee and all securities held as collateral to the debt

Subrogation will not impair the right of the loss payee to recover the full amount of the loss payee’s claim.

### Care of Your Vehicle

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**You** must take all reasonable precautions to keep **Your Vehicle** or **Covered Vehicle** in an efficient and roadworthy condition and protect it from loss or damage.

### Insurable interest

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**We** will not pay for any loss or damage to any **Vehicle** or **Covered Vehicle**, property or possessions in which **You**, a **Covered Person** or a **Family Member** does not have an insurable interest at the time of the loss, meaning they do not suffer any financial or other loss as a result of the loss or damage to the **Vehicle**, **Covered Vehicle**, property or possessions.

If more than one person has an Insurable Interest in any **Vehicle** or **Covered Vehicle**, covered property or possessions, **We** will not pay for an amount greater than the Insurable Interest attributable to **You**, a **Covered Person** or a **Family Member**, up to the amount of cover that applies.

### Vehicle access

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**You** must grant **Us** free access at all reasonable times to examine **Your Vehicle**.

### **Abandoning property or possessions**

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**You**, a **Covered Person** or a **Family Member** cannot abandon any property or possessions to **Us** without **Our** prior agreement, or to a Third Party unless **We** agree.

### **Protect property**

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**You** or a **Family Member** must take reasonable steps to protect **Your Vehicle** or **Covered Vehicle** from further damage and make any emergency repairs that are necessary to protect **Your Vehicle** or **Covered Vehicle**. **You**, a **Covered Person** or a **Family Member** must also keep an accurate record of expenses incurred. **We** may not pay for any non-emergency repairs unless prior authorisation has been obtained from **Us**.

### **Carrier and bailees**

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**We** will not make any payments under this **Policy** to the benefit of any carrier or other persons holding damaged property or possessions on **Your** behalf.

### **Legal action against Us**

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If **You** have a loss under Third Party Liability Cover, **You** agree not to bring any action against **Us** until the obligation has been determined by final judgement or a written agreement by **Us**.

### **Examination under oath**

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**We** have the right to examine under oath, as often as **We** may reasonably require, **You**, any **Family Members** and any **Covered Persons**. **We** may also ask **You**, a **Family Member** or **Covered Person** to give **Us** a signed description of the circumstances surrounding a loss and **Your** or their interest in it, and to produce all records and documents **We** request and permit **Us** to make copies.

### **Cancellation following non-payment of premium**

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If **Your Policy** premium is not paid when due, then your **Policy** will be considered void and of no effect and **We** will not pay any claims.

If **Your Policy** premium is paid by instalments and an instalment remains unpaid after 14 days, **We** may cancel **Your Policy** from the date the last instalment was due and **We** will not pay any claim made during the period when the premium was unpaid.

If the initial instalment premium has not been paid, **Your Policy** will be considered void and of no effect and **We** will not pay any claim under **Your Policy**.

In the event of cancellation following non-payment of premium, **You** must immediately return the Certificate of Insurance and **Insurance Disc** to **Us**. In the absence of **Your** Certificate of Insurance and **Insurance Disc**, **You** must immediately complete and return a Lost Certificate and Lost Disc Declaration to **Us**.

### **Your cancellation within the cooling off period**

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To cancel **You** should initially contact **Your** insurance broker, or **You** can contact **Us** directly. **You** have a statutory right to cancel **Your Policy** for any reason within 14 days of receipt of **Your Policy** documentation, or 14 days from the effective date of the **Policy**, whichever is the later. Upon cancellation **You** must return to **Us** the Certificate of Insurance and the Insurance Disc. In the absence of **Your** Certificate of Insurance and Insurance Disc, **You** must complete and return a Lost Certificate and Lost Disc Declaration to **Us**. **We** will refund any premium to **You**, provided no claims have been made. **We** will not repay any premium if a claim / loss has been paid or is outstanding.

### **Your cancellation outside of the cooling off period**

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To cancel **You** should initially contact **Your** insurance broker, or **You** can contact **Us** directly. **You** can cancel **Your Policy** at any time and if **You** cancel outside the cooling off period, **You** are entitled to a pro rata refund of premium, provided no claims have been made. **We** will not repay any premium if a claim / loss has been paid or is outstanding. Upon cancellation **You** must return to **Us** the Certificate of Insurance and the Insurance Disc. In the absence of **Your** Certificate of Insurance and Insurance Disc, **You** must complete and return a Lost Certificate and Lost Disc Declaration to **Us**.

### **Our cancellation**

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**We** may cancel **Your Policy** by giving **You** 14 days' written notice of such cancellation, by recorded delivery at **Your** last known address where **We** have grounds for doing so. Grounds for cancellation are:

- If a fraudulent misrepresentation or a careless misrepresentation is made in answering **Our** questions before the **Policy** is entered into or varied.
- Failure to provide information or documentation **We** require and ask for to underwrite the **Policy**
- If **We** are ordered to or instructed to cancel this **Policy** by a regulator, court, or other law enforcement agency
- Failure to pay premiums when due
- Attempted or actual fraud

**You** must immediately return the Certificate of Insurance and Insurance Disc to **Us**. In the absence of **Your** Certificate of Insurance and Insurance Disc, **You** must immediately complete and return a Lost Certificate Declaration and Lost Disc Declaration to **Us**.

If **We** cancel this policy we will refund any premium on a pro-rata basis, except where attempted, or actual fraud has taken place. **We** will not refund any premium if a claim/ loss has occurred or is outstanding.

If a **Policy** is cancelled due to attempted or actual fraud, then **We** may recover from **You** any sums paid by **Us** to **You** in respect of any fraudulent claims. In addition **We** may by notice to **You**, treat this **Policy** as having been terminated with effect from the time of the fraudulent act.

### **Return premiums and additional premiums**

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If **You** make any amendments to **Your Policy** and the resulting prorata additional or return premium is less than €40 (excluding levy) **We** will not apply this amount and the return or additional premium due shall be nil.

## Refund

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In the event of cancellation by **You** or by **Us**, **We** will refund premium based on the effective date of cancellation or as soon as possible afterwards. Any return premium will be calculated on a pro-rata basis and will depend upon any claims made by **You**. However, **We** will not refund any premium in the event **We** have paid a claim /if a claim is outstanding or if attempted / actual fraud has taken place.

## Appeals

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If **You**, a **Family Member** or a **Covered Person** or any other insurer, does not appeal a judgement for Covered **Damages**, **We** may choose to do so. **We** will then bear all expenses, taxable costs, and interest arising out of the appeal. However, the sum insured of cover for **Damages** will not be increased.

## Choice of Law

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**You** and **We** are free to choose the law applicable to this **Policy**. **We** propose to apply the laws of Ireland unless, at the effective date of the **Policy**, the **Policy** covers Vehicles registered in The British overseas territory of Gibraltar or the Crown dependencies of Jersey, Guernsey or the Isle of Man, in which case the law of Gibraltar or the respective Crown dependency will apply to those. By taking out this **Policy** **You** have agreed to this.

## Data Protection Notice

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Chubb uses personal information which **You** supply to **Us** or to **Your** Insurance broker in order to write and administer this **Policy**, including any claims arising from it.

This information will include basic contact details such as **Your** name, address, and policy number, but may also include more detailed information about **You** (for example, your age, health, details of assets, claims history) where this is relevant to the risk **We** are insuring or to a claim **You** are reporting.

**We** are part of a global group, and **Your** personal information may be shared with our group companies in other countries as required to provide **Your Policy** or to store **Your** information. **We** also use a number of service providers, including a credit reference agency, who will also have access to **Your** personal information subject to our instructions and control. The agency records **Our** enquiries but **Your** credit rating is not affected.

**You** have a number of rights in relation to **Your** personal information, including rights of access and, in certain circumstances, erasure.

This section represents a condensed explanation of how we use **Your** personal information. For more information, **We** strongly recommend you read **Our** user-friendly Master Privacy, available here: <https://www2.chubb.com/ie-en/footer/privacy-policy.aspx>. You can ask is for a paper copy of the Privacy Policy at any time, by contacting us at [dataprotectionoffice.europe@chubb.com](mailto:dataprotectionoffice.europe@chubb.com)

### **Insurance Act**

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

### **Stamp duty**

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Stamp duty has been or will be paid to the Revenue Commissioners in accordance with the provisions of the composition agreement entered into with them under section 5 of the Stamp Duties Consolidation Act 1999.

### **Duties after a loss**

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In case of a loss which this **Policy** may cover, **You**, a **Covered Person** or a **Family Member** must perform the following duties for cover to apply:

#### **Notification**

**You**, a **Covered Person** or a **Family Member** must notify **Us** or **Your** broker of the loss or damage as soon as possible.

In case of theft or accidental loss **You**, a **Covered Person** or a **Family Member** must also notify the Police or other similar competent authority as soon as possible. Every communication relating to a claim must be sent to **Us** without delay. **You** must also tell **Us** if **You** know of any impending prosecution, Coroner's Inquest or Fatal Accident Inquiry involving anyone where cover is provided by this **Policy**. No negotiation, admission or refusal of any claim must be entered into without **Our** consent.

#### **Co-operation**

**You**, the **Family Member** or the **Covered Person** must co-operate with **Us** fully in any legal defence. This may include any association by **Us** with **You** or the **Covered Person** in defence of a claim reasonably likely to involve **Us**.

#### **Proof of loss**

**You** or a **Family Member** must submit to **Us**, within 60 days after **We** request, a signed, sworn or affirmed proof of loss which documents, to the best of **Your** or their knowledge and belief :

- the time, cause and full circumstances of loss;
- interest of the Insured and all others in the **Vehicle**, property or possessions involved and all security interests in the **Vehicle**, property or possessions;
- other insurance which may cover the loss;
- changes in title or occupancy of the property or possessions during the term of the **Policy**;
- specifications and repair or replacement estimates for any damaged vehicle, property or possessions. Failure to provide proof of loss within 60 days may reduce any claim settlement or result in any loss not being covered under **Your Policy**

# Policy exclusions

This part of *Your Policy* details exclusions which apply to each and every part of this *Policy*. Please note that these *Policy* Exclusions apply in addition to Exclusions stated in each cover part of *Your Policy*.

## **Intentional acts**

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*We* do not cover any loss, *Damages*, *Bodily Injury* or *Property Damage* arising out of an act intended by *You*, a *Family Member*, a *Covered Person* or by a person directed by *You*, a *Family Member* or a *Covered Person* to cause physical damage to the *Vehicle* or *Covered Vehicle*, *Bodily Injury* or *Property Damage*, even if the injury or damage is of a different degree or type than actually intended or expected. An intentional act is one whose consequences could have been foreseen by a reasonable person.

## **Non-Permissive Use**

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*We* do not cover any person who uses a *Vehicle* or *Covered Vehicle* without permission from *You* or a *Family Member*.

## **Employer's Liability**

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*We* do not cover liability for the death or injury of any employee arising out of or in the course of his/her employment by anyone in respect of whom cover is provided under *Your Policy*, if that liability is provided under an employer's liability insurance issued to comply with employer's liability legislation.

## **Loss of value**

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*We* do not cover any loss of value of the *Vehicle* or *Covered Vehicle*.

## **Vehicles used for a fee**

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*We* do not cover any loss or *Damages* arising out of the ownership or operation of a *Vehicle* or *Covered Vehicle* while it is being used to carry people or property for a fee. Nor do *We* cover *Your Vehicle(s)* shown on *Your Policy Schedule* for self drive hire. This exclusion does not apply to a sharing agreement.

## **Non-insured Motorcycles**

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*We* do not cover any person for loss or damages arising out of the ownership, maintenance or use of any *Vehicle* with less than four wheels. This exclusion does not apply to motorcycles shown on *Your Policy Schedule* and for which a valid Certificate of Insurance or cover note has been issued.

## **Competitive Racing/Track Use**

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*We* do not cover any loss or damages to a *Vehicle* or *Covered Vehicle*, nor do *We* cover any person for damages arising out of the participation in, or instruction, practice or preparation for competitive racing, rallies, trials, pace-making or speed testing in any prearranged or organised racing or speed contest, or organised event (including but not limited to the Gumball rally, Cannonball run or Supercar run) or any on track use including disused Airfields or

Derestricted toll roads. Derestricted toll roads are roads the public can pay to have access to and where speed restrictions are temporarily or permanently suspended (including but not limited to the Nurburgring).

### **Vehicle-Related Jobs**

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*We* do not cover any person while employed or otherwise engaged in the business of selling, repairing, servicing, storing, parking, testing or delivering vehicles. This exclusion does not apply to the ownership, maintenance or use of any **Vehicle** or **Covered Vehicle** shown in **Your Policy Schedule** and for which a valid Certificate of Insurance or cover note has been issued.

### **Confiscation**

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*We* do not cover any loss or damages caused by the confiscation, destruction, or seizure of property by any government or public authority.

### **Sanctions**

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*We* shall not be deemed to provide cover and *We* 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 *Us*, to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom, Ireland or United States of America.

### **Acts of War**

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*We* do not cover any damages caused directly or indirectly by war, invasion, act of a foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, warlike acts by military forces or personnel, the destruction or seizure of property for a military purpose, or the consequences of any of these actions.

### **Nuclear or Radiation Hazard**

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*We* do not cover any damages caused directly or indirectly by nuclear reaction, radiation, or radioactive contamination, regardless of how it was caused, but *We* do insure ensuing covered loss due to fire resulting from a nuclear hazard unless another exclusion applies.

### **Sonic bangs**

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*We* do not cover any damages caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

### **Vehicles Airside**

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*We* do not cover any loss or damages whilst a **Vehicle** or **Covered Vehicle** is on any part of an aerodrome, airport, airfield or military base provided for:

- the take off or landing of aircraft and for the movement or storage of aircraft on the surface;
- aircraft parking aprons including the associated service roads, refuelling areas and ground equipment parking areas

## Comprehensive Vehicle Cover

**Comprehensive Vehicle Cover** means **Vehicle** Physical Damage Cover and **Vehicle** Third Party Liability Cover. **Your Policy Schedule** will show if both these covers apply to **Your Policy**.

## Vehicle Physical Damage Cover

**Vehicle** Physical Damage Cover only applies to **Your Policy** if shown in **Your Policy Schedule**.

This part of **Your Policy** together with **Your Policy Schedule** and Certificate of Insurance and **Insurance Disc** forms **Your Vehicle** Physical Damage Cover. **Vehicle** Physical Damage Cover provides cover for all risks of physical loss to **Your Vehicle** occurring anywhere within the **Territorial Limits** unless stated otherwise in **Your Policy** or an exclusion applies.

### How We Will Pay Your Claim

#### **Sum insured**

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The sum insured for **Your Vehicle(s)** is shown in **Your Policy Schedule**. **You** agree that **We** may change the sum insured when the **Policy** is renewed to reflect current costs and values.

#### **Amount of cover**

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The amount of cover for **Your Vehicle(s)** is shown in **Your Policy Schedule**. The amount of cover for a covered loss to **Vehicles** not shown in **Your Policy Schedule** is market value.

#### **Agreed value**

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If the amount of cover is Agreed value, the sum insured for **Your Vehicle** is shown in **Your Policy Schedule**.

#### **Extended reinstatement value cover**

However if:

- the cost of reinstating **Your Vehicle** shown in **Your Policy Schedule** exceeds the sum insured shown in **Your Policy Schedule** for **Your Vehicle** which is the subject of the claim; and
- **Your Vehicle** shown in **Your Policy Schedule** is more than 15 years old;

**We** will pay an additional amount of up to 25% of the sum insured for **Your Vehicle** or an additional maximum of €100,000 whichever is the lesser amount, if required to reinstate **Your Vehicle** to the same condition immediately prior to the covered loss. In this event our payments will be made only upon presentation of reinstatement invoices agreed by **Us** for **Your Vehicle**. In no event will **We** provide any cash payments.

#### **Market value**

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If the amount of cover is **Market Value**, **We** will pay the cost of replacing the **Vehicle** with a vehicle of the same make, model, specification, mileage, age and condition as **Your Vehicle** immediately prior to the covered loss.



In no event will **Our** payment exceed the sum insured shown in **Your Policy Schedule**.

### Excess

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An **Excess** shown in **Your Policy Schedule** applies to each and every covered loss unless stated otherwise. If a covered loss involves a **Vehicle** not shown in **Your Policy Schedule**, the highest **Excess** shown in **Your Policy Schedule** will apply to the loss. If a covered loss involves two or more **Vehicles** covered under this **Policy**, in the same occurrence, the highest **Excess** will apply once to the loss.

If a covered loss involves both:

- a **Vehicle** covered under this part of **Your Policy**; and
- **Contents** covered under any part of this **Policy** or any other Chubb **Policy**; and an **Excess** would apply to both losses in the same **Occurrence**, the highest **Excess** will apply once to the loss. **Your Excess** will not apply if **Your Vehicle** is:
  - a total loss;
  - in a covered loss caused by an uninsured third party;
  - in the care of a garage or similar motor trade organisation for servicing, restoration or repair; or
  - in the care of a hotel, restaurant or a professional valet parking service for the purpose of parking

### Payment basis

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For a covered loss to a **Vehicle**, **We** will pay as follows:

#### Total loss

If the **Vehicle** is stolen or totally destroyed, **We** will pay the amount of cover shown in **Your Policy Schedule**. However, **We** will reduce our payment by any amount paid for a previous loss to that **Vehicle** if the damage was not repaired.

A **Vehicle** is considered stolen when the entire **Vehicle** is stolen and not recovered within 30 days.

A **Vehicle** is considered totally destroyed when the salvage value (determined by **Us**) plus the repair cost (labour and parts of like kind and quality without deduction for depreciation necessary to repair the **Vehicle**) is equal to or greater than the amount of cover of the **Vehicle**.

When **We** pay for a total loss, the salvage becomes **Our** property.

If a stolen **Vehicle** is recovered, **We** may return it to **You** at the address shown on **Your Policy Schedule**. If **We** return a stolen **Vehicle**, **We** will pay for any covered damage resulting from the theft.

When **We** pay for a total loss, **We** will deduct from the amount payable to **You** any amount required to be paid to discharge any outstanding finance agreement associated with the **Vehicle**.

#### Partial loss for Vehicles less than 25 years old

If the **Vehicle** is partially damaged, **We** will pay the amount required to repair or replace, whichever is less, the damaged part(s) without deduction for depreciation, up to the amount of cover for each **Occurrence**.

**We** will replace the damaged part(s) with the original manufacturer's part(s) subject to availability.

If **We** cannot replace matching wheels or matching upholstery following a covered loss to the wheels (except tyres) or upholstery of **Your Vehicle** shown in **Your Policy Schedule** because they are obsolete, **We** will pay up to €10,000 for the cost to replace all of **Your Vehicle's** wheels (except tyres) or upholstery. **You** must agree to surrender the undamaged wheels or upholstery to **Us**.

**We** have access to a panel of expert repairers who provide a fast and efficient repair service. However, should **You** wish to use **Your** own nominated repairer, **You** may do so.

No repairs can commence without **Our** prior approval.

#### **Partial loss for Vehicles more than 25 year old and resulting Diminution in Value**

If the **Vehicle** is partially damaged, **We** will pay the amount required to repair or replace, whichever is less, the damaged part(s) without deduction for depreciation, up to the amount of cover for each **Occurrence**.

**We** will replace the damaged part(s) with the original manufacturer's part(s) subject to availability.

If **We** cannot replace matching wheels or matching upholstery following a covered loss to the wheels (except tyres) or upholstery of **Your Vehicle** shown in **Your Policy Schedule** because they are obsolete, **We** will pay up to €10,000 for the cost to replace all of **Your Vehicle's** wheels (except tyres) or upholstery. **You** must agree to surrender the undamaged wheels or upholstery to **Us**.

**We** have access to a panel of expert repairers who provide a fast and efficient repair service.

However, should **You** wish to use **Your** own nominated repairer, **You** may do so. No repairs can commence without **Our** prior approval.

However, if because of the repair following a covered partial loss the **Market Value** of the **Vehicle** is less than it was before the covered partial loss, **We** will pay for diminution in value. The maximum amount **We** will pay is up to 20% of the sum insured for that **Vehicle**, or the cost of the repair following the covered partial loss, or €250,000, whichever is less. This Payment basis is subject to the **Vehicle** having been professionally valued or purchased within the 24 months prior to the covered partial loss

## Covers

These covers are included in **Your Vehicle** Physical Damage Cover and are in addition to the sum insured for **Your Vehicle** unless stated otherwise in **Your Policy** or an exclusion applies. An **Excess** applies to the Covers unless stated otherwise. If **Vehicle** Physical Damage Cover applies to any **Vehicle** named in **Your Policy Schedule**.

### **Permanent sound and visual equipment**

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In the event of a covered loss, **We** cover sound reproducing, receiving, and transmitting equipment that is permanently installed or is removable from a housing unit permanently installed in a **Vehicle**.

This includes radios, tape players, citizen band radios, compact disc players, DVD or video players, permanently installed car telephones, scanning monitors, televisions, vehicle global positioning systems and any other similar equipment, including their accessories and antennas. This equipment must be:

- designed to be solely operated by use of the power from the electrical system of the **Vehicle**; and
- in or on the **Vehicle** at the time of the loss

These payments do not increase the amount of cover for **Your Vehicle**.

### **Loss of use expenses**

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There is no **Excess** for this cover.

If **Your Vehicle** cannot be used because of a covered loss, **We** will provide **You** with a courtesy car for the period of time that **Your Vehicle** is being repaired or until the theft claim is settled.

If the courtesy car provided by the repairer is not satisfactory to **You**, **We** will provide **You** with a hire car which is comparable to the **Vehicle** which is the subject of the claim. **We** will fund the cost of such a vehicle for the period of time that **Your Vehicle** is being repaired or until the theft claim is settled, up to a maximum of €6,000.

If **You** choose not to accept a hire car from **Us** and **Your Excess** is €1,000 or less, no **Excess** will apply to **Your** covered loss. **We** also provide the following reasonable additional expenses **You** incur as a result of the covered loss:

- emergency transportation expenses up to a maximum of €500;
- meals, lodging and telephone expenses if **You** are more than 50 miles from **Your** nearest residence up to a maximum of €750

### **Glass cover**

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**We** provide window and sunroof glass replacement in the event of a covered loss to a **Vehicle**. There is no **Excess** for this cover.

### **Lock replacement**

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If the key(s) to **Your Vehicle**, ignition, alarm, immobiliser, steering lock or garage door opener replacement is lost or stolen, **We** will pay the cost of replacing the locks. There is no **Excess** for this cover.

### **Personal effects**

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**We** will pay up to €2,500 for **Contents** in or on **Your Vehicle** if they are lost or damaged due to an accident, fire, theft or attempted theft. But **We** do not provide this cover if the claim is a covered loss under any other Chubb **Policy**.

### **Fire brigade charges**

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**We** will pay charges levied by the fire authority in controlling or extinguishing a fire in **Your** charges **Vehicle** and/or to remove **You, Family Members, Covered Persons** and passengers from **Your Vehicle** in circumstances which have given rise to or, but for the action of the fire authority, would have given rise to a covered loss under **Your Policy**.

### **Child seat cover**

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In the event of an accident, or damage by fire or theft to **Your Vehicle**, **We** will pay the cost to cover replace any child car seats in **Your Vehicle** even if the child car seats appear undamaged.

### **Disability cover**

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If **You** or a **Family Member** are permanently disabled as a direct result of a covered loss to **Your Vehicle**, at **Your** option **We** will either:

- pay up to €10,000 for essential alterations to **Your Vehicle**; or
- contribute up to €10,000 towards **Your** purchase of a **Vehicle** adapted for **You** or a **Family Member's** disability. **You** or a **Family Member's** permanent disability must be confirmed in writing to **Us** by a **Physician**. Regardless of the number of **Vehicles**, **We** will not pay more than €10,000 in total for Disability cover. **We** do not provide this cover if **You** were in a state of **Intoxication** at the time of the covered loss

### **Injury cover**

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If **You** are injured and unable to drive as a direct result of a covered loss to **Your Vehicle** **We** will pay up to €3,000 for essential replacement transportation expenses **You** incur. **We** will pay these expenses for up to 1 year from the date of **Occurrence** or until **You** are able to drive, whichever shall first occur. If **Your Policy** is cancelled our payments will cease the date **Your Policy** is cancelled. **Your** injury and inability to drive must be confirmed in writing to **Us** by a **Physician** each 90 day consecutive period from the date of **Occurrence**. **We** do not provide this cover if **You** were in a state of **Intoxication** at the time of the covered loss.

### Illness cover

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If **Your** driving licence is revoked by the motor taxation office as a direct result of **Your** ill health, **We** will pay up to €3,000 for essential replacement transportation expenses **You** incur. **We** will pay these expenses for up to 1 year from the date **Your** driving licence is revoked or until **Your** driving licence is reinstated by the motor taxation office, whichever shall first occur. **We** do not provide this cover if **Your** driving licence is revoked as a result of alcohol or substance abuse.

### Psychiatric cover

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If **You** are injured and suffer psychological problems as a direct result of a covered loss to **Your Vehicle**, **We** will pay up to €5,000 for psychiatric services as prescribed by a **Physician**, Psychologist or other authorised mental health professional when incurred within one year of the date of **Occurrence**. If **Your Policy** is cancelled our payments will cease the date **Your Policy** is cancelled. **We** do not provide this cover if **You** were in a state of **Intoxication** at the time of the covered loss.

### Trailer cover

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**We** will pay up to €5,000 for **Your** trailers and luggage carriers if they are lost or damaged. But **We** do not provide this cover if the claim is a covered loss under another part of **Your Policy** and/or any other Chubb **Policy**. This cover does not apply to caravans.

### Vehicle accessories and spare parts

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**We** will pay up to €10,000 for **Your Vehicle's** accessories and spare parts which are not fitted to **Your Vehicle** and kept at **Your** residence shown in **Your Policy Schedule**.

### Newly Owned Vehicle(s)

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**We** cover **Your** Newly Owned **Vehicle(s)** for up to 10% of the total value of the **Vehicles** on **Your Policy Schedule**, up to a maximum of €1,000,000, whichever is the less. While the Newly Owned **Vehicle(s)** are not at **Your** residence or being moved **We** do not cover any loss or damage caused by theft or attempted theft unless there are visible signs of force or violence being used. **You** must request cover for the Newly Owned **Vehicle(s)** within 14 days after **You** own them and pay **Us** the additional premium from the date owned. **We** reserve the right not to insure the newly-acquired **Vehicle(s)** after the 14th day.

This cover does not provide **Vehicle** Third Party Liability Cover nor does it provide **Vehicle** Physical Damage Cover while **Your** Newly Owned **Vehicle(s)** is under its own power. Regardless of the number of policies providing **You** with Newly Owned **Vehicle(s)** coverage, payment will not be made under more than one policy.

### **Lease or Finance gap cover**

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If your **Covered Vehicle** shown in **Your Policy Schedule** is stolen or totally destroyed by a Finance gap covered loss, **We** will pay any unpaid amount due on the lease or finance of this Covered cover **Vehicle** in excess of its agreed value.

Please note **We** do not cover any unpaid amounts due to:

- overdue lease or finance payments at the time of the loss;
- financial penalties imposed under a Lease or Finance company for wear and tear or high mileage;
- costs for extended warranties, Credit Life Insurance, Health, Accident or Disability insurance purchased with the Lease or Finance; or carry-over balances from previous loans or Leases or Finance

### **Pet injury coverage**

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If one or more of **Your** domestic pets or horses are injured or dies as a result of a covered loss to your **Vehicle** or trailer, **We** will pay for the necessary, reasonable expenses **You** incur to treat, euthanize, cremate, bury, and replace these pets, up to €2,500 for any one **Occurrence** regardless of the number of pets involved in the **Occurrence**. There is no **Excess** for this coverage.

### **Student's course and residential fees**

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**We** will pay for any unrecoverable course fees, examination fees and/or residential fees for any **Family Member** which **You** have already paid or are legally liable to pay for tuition, examinations and/or rent for term time accommodation following enforced cancellation or early withdrawal of the **Family Member** from their course as a result of their death or becoming **Incapacitated** due to a covered loss. **We** will also pay for additional costs incurred if the **Family Member** has to undergo a further year of study if they were prevented from taking their examinations as a result of them becoming **Incapacitated** due to an insurable loss. The maximum amount payable under this Cover is €10,000. Please note **We** do not provide this cover if the claim is a covered loss under any other Chubb **Policy**.

### **Reward**

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**We** will pay up to a maximum of €10,000 to any person or organisation for information leading to the arrest and conviction of any person(s) who committed an illegal act which resulted in a covered loss.

The following are not eligible to receive this reward payment : **You**, a **Family Member**, or the Police.

## Exclusions

In addition to the **Policy** Exclusions, the following Exclusions apply to this cover part of **Your Policy**. The words caused by mean any loss or damage that is contributed to, made worse by, or in any way results from that peril.

### Computer error

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*We* do not cover any loss or damage caused by an error in computer programming or instructions to the computer.

### Gradual or Sudden Loss

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*We* do not cover any loss or damage caused by rust, wear and tear, freezing, mechanical or electrical breakdown, or road damage to tyres, unless the loss or damage resulted from the theft of the **Vehicle**.

### Portable Sound Equipment

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*We* do not cover any loss or damage to sound reproduction, receiving or transmitting equipment unless it is permanently installed or removable from a housing unit permanently installed in the **Vehicle**. This includes radios, tape players, citizen band radios, compact disc players, scanning monitors, televisions, vehicle global positioning systems and any other similar equipment designed for sound reproduction, receiving, or transmitting, including their accessories and antennas.

## Vehicle Third Party Liability Cover

**Vehicle** Third Party Liability Cover only applies to **Your Policy** if shown in **Your Policy Schedule**.

This part of **Your Policy**, together with **Your Policy Schedule** and Certificate of Insurance and **Insurance Disc** forms **Your Vehicle** Third Party Liability Cover. It provides **You** with Liability Cover from a vehicle accident occurring anywhere within the **Territorial Limits**, unless stated otherwise in **Your Policy** or an exclusion applies.

### How We Will Pay Your Claim

The sum insured for **Vehicle** Third Party Liability for **Property Damage** and Defence Costs is shown in **Your Policy Schedule**. There is an unlimited sum insured for **Vehicle** Third Party Liability for **Bodily Injury**, unless stated otherwise. **We** will pay for **Damages** subject to the applicable sum insured, from any one **Occurrence**, regardless of how many claims, **Vehicles**, or people are involved in the **Occurrence**.

### Damages and Defence Cover

**We** cover **Damages** a **Covered Person** is legally obligated to pay for **Bodily Injury**, **Property Damage** or Defence Costs up to the amount shown in **Your Policy Schedule** for any one **Occurrence**, arising from the ownership, maintenance, or use of a **Covered Vehicle** which takes place anytime during the **Policy Period** within the **Territorial Limits** and are caused by an **Occurrence** unless stated otherwise or an exclusion applies.

**We** will defend a **Covered Person** against any legal action seeking **Damages** for **Bodily Injury** or **Property Damage**.

**We** will provide this defence at **Our** own expense, with counsel of our choice, even if the legal action is groundless, false or fraudulent.

**We** may investigate, negotiate, and settle any such claim or suit at **Our** discretion. As part of our investigation, defence negotiation, or settlement **We** will pay:

- all expenses incurred by **Us**;
- all costs taxed against a **Covered Person**;
- all interest accruing after a judgement is entered in a suit **We** defend on only that part of the judgement **We** are responsible for paying. **We** will not pay interest accruing after **We** have paid the judgement;
- all earnings lost by each **Covered Person** at our request, up to €350 a day, to a total of €15,000;
- other reasonable expenses incurred by a **Covered Person** at our request; and
- the cost of all bail bonds required of a **Covered Person** because of a covered loss

In jurisdictions where **We** may be prevented by local law from carrying out this cover, **We** will pay only those defence expenses that **We** agree in writing to pay and that are incurred by expenses that **We** agree in writing to pay and that are incurred by **You**.



## Covers

These covers are included in **Your Vehicle** Third Party Liability Cover and are in addition to **Damages** and Defence Cover unless stated otherwise in **Your Policy** or an exclusion applies.

### Emergency treatment

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**We** will reimburse any **Covered Person** using any **Vehicle** which is shown in **Your Policy Schedule** for payment made under the Road Traffic Act for Emergency treatment.

### Medical Expenses

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**We** will pay the necessary **Medical Expenses**, up to a total of €750 for each **Covered Person**, Expenses for **Medical Expenses** incurred or medically ascertained within three years of an accident.

But the expenses must be for **Bodily Injury** to:

- any **Covered Person** while occupying a **Covered Vehicle**, or any other vehicle operated lawfully by **You** or a **Family Member**;
- **You** or a **Family Member** while occupying or struck by a motor vehicle or trailer

However, **We** do not cover any person for **Medical Expenses** for **Bodily Injury** sustained while occupying any **Vehicle** having less than four wheels.

### Rental vehicle cover

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**We** cover, as a **Covered Vehicle**, any motor **Vehicle You** or a **Family Member**, over the age of 21, rent for up to 90 days anywhere in the **Territorial Limits** when used with the owner's permission. **We** cover **Damages** a **Covered Person** is legally obligated to pay to the rental company for **Bodily Injury** or **Property Damage** arising from the maintenance or use of the rented motor vehicle which takes place anytime during the **Policy Period** and are caused by an **Occurrence** unless stated otherwise or an exclusion applies.

### Property Damage

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**We** cover **Property Damage** arising out of the use by a **Covered Person** of a **Covered Vehicle** not owned by **You** or a **Family Member**.

### Temporary vehicle substitute

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If any **Vehicle** which is shown in **Your Policy Schedule** is out of normal use because of its breakdown, repair, vehicle servicing, loss or destruction, **We** cover any **Vehicle You** do not own while being used as a temporary substitute for that **Vehicle**, up to the **Market Value** of that substitute **Vehicle**. **We** do not cover temporary substitute vehicles being used for any purpose other than replacing that **Vehicle** shown in **Your Policy Schedule** whilst it is out of normal use.

**Market Value** means the cost to replace a **Vehicle** with one of the same make, model, specification, mileage, age and condition immediately prior to the covered loss.

### **Travelling abroad**

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**Your** Certificate of Insurance should provide sufficient evidence that the laws of the compulsory insurance of motor vehicles within the **Territorial Limits** are complied with, however, there is no cover provided in those countries outside the **Territorial Limits**.

### **Spain - bail bond**

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In the event of an accident in Spain which may be the subject of a claim under this **Policy** and **You**, or any person driving with **Your** permission are detained, or the **Covered Vehicle** is impounded by the authorities and a guarantee or monetary deposit is required for their release, **We** will provide the guarantee or deposit.

### **Personal accident cover**

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**We** will pay **You** or a **Family Member**, or in the event of death the estate, €50,000 (or less for a minor if limited by law) for **Bodily Injury** to a **Covered Person** caused whilst travelling in or getting into or out of any private vehicle provided that the injury is the sole cause of:

- death;
- total loss of limb;
- irrecoverable loss of all sight in one or both eyes or permanent total disablement. **We** must be notified as soon as possible from the date of the **Occurrence**

**We** do not cover any loss under Personal accident cover caused directly or indirectly while the **Covered Person** driving the **Covered Vehicle** is in a state of insanity or intoxication. **Intoxication** means having a blood alcohol level exceeding the prescribed limit as decreed by the Road Traffic Act or local jurisdiction, or under the influence of any illegal substance.

If **You** or a **Family Member** hold any other personal accident cover under a Chubb **Policy**, then payment will only be made under one insurance **Policy**. However, payment will be made under the **Policy** which gives **You** the greatest benefit.

## Exclusions

In addition to the **Policy** Exclusions, the following Exclusions apply to this cover part of **Your Policy**. The words caused by mean any loss or damage that is contributed to, made worse by, or in any way results from that peril.

### Owned Property

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**We** do not cover any person for damages to property owned or being transported by that person.

### Other Property

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**We** do not cover any person for damages to property rented to, used by, or in the care of that person. This exclusion does not apply to a residence or private garage; or to private vehicles, vans, or trailers not owned by, furnished to, or available for the regular use of **You** or a **Family Member**.

### Terrorism

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Notwithstanding any provision to the contrary within **Your Policy** or any **Endorsement** thereto **We** do not cover any loss or damages, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. Except in so far as is necessary to comply with the Road Traffic Act.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with an organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

**We** also exclude loss, damages, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. In the event that any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

## European Motor Assistance Cover

European Motor Assistance Cover only applies to **Your Policy** if shown in **Your Policy Schedule**.

This cover part is administered by ARAG: ARAG Legal Protection Limited, Europa House, Harcourt Centre, Harcourt Street, Dublin 2, D02 WR20, a company registered in Republic of Ireland number 639625. ARAG Legal Protection Limited is regulated by the Central Bank of Ireland.

Rescue services are provided by Call Assist Limited, specialists in providing **Vehicle** breakdown assistance throughout the UK and Europe. Call Assist Limited is registered in England and Wales with company number 3668383. Their registered office at Axis Court, North Station road, Colchester, Essex, CO1 1UX.

This cover part is insured by ARAG Insurance Company Limited - a branch of ARAG Allgemeine Versicherungs-AG. ARAG Legal Protection Limited is a coverholder of the insurer ARAG Insurance Company Limited, an Irish Branch of ARAG Allgemeine Versicherungs-AG. ARAG Insurance Company Limited is authorised and regulated by the Federal Financial Supervisory Authority, BaFin (firm reference number VU5455), the regulatory authority in Germany, and is regulated by the Central Bank of Ireland for Conduct of Business rules.

ARAG Insurance Company Limited's liability is several and they are liable for their proportion of liability in respect of this section only and have no liability for any other company's proportion or in respect of any other section of this policy.

This part of **Your Policy** provides motor Breakdown and accident assistance within the British Isles and the Territorial Limits unless stated otherwise in **Your Policy** or an exclusion applies.

## Definitions

The following words used in this cover part have the meaning defined here.

**Breakdown** means:

- an electrical or mechanical failure, lack of fuel, flat battery or puncture or
  - damage caused by a collision or act of vandalism
- which immobilises the **Covered Vehicle** or makes it unsafe to drive.

**Call Assist** means Call Assist Limited, the service provider under this cover part.

**Covered Person** means any permitted user legally entitled to drive in accordance with the Certificate of Insurance.

**Covered Vehicle** means **Covered Vehicles** including an attached caravan/trailer which is fitted with a standard towing hitch and does not exceed 7 metres (23 feet) in length.

**Insurer** means ARAG Insurance Company Limited - a Branch of ARAG Allgemeine Versicherungs-AG.

**Recovery Operator** means the independent technician Call Assist appoints to attend the Breakdown.

**Suitable Garage** means a qualified mechanic or garage which is suitable for the type of repair required and who can confirm in writing the remedial work undertaken.

## Services provided

If a **Covered Vehicle** suffers a Breakdown within the **Territorial Limits** and during the **Policy Period**, Call Assist will rescue the **Covered Person** as described in this cover part. The Insurer will pay costs incurred.

## Cover within the Republic of Ireland and Northern Ireland

### Roadside assistance, home start and recovery

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Call Assist will send help to the scene of the Breakdown (including at **Your Home**) and the Insurer will cover the cost of call-out fees and mileage charges needed to make a repair at the roadside or recover the **Covered Vehicle**.

If, in the opinion of Call Assist's recovery operator, it is not possible to repair the **Covered Vehicle** at the roadside within one hour:

- a) Call Assist will arrange for the **Covered Vehicle, Covered Person** and up to 7 passengers to be recovered to the nearest Suitable Garage able to undertake the repair, or
- b) if the above is not possible at the time or the repair cannot be made within the same working day Call Assist will arrange for the **Covered Vehicle, Covered Person** and up to 7 passengers to be transported to **Your Home** or if the **Covered Person** would prefer and it is closer, the **Covered Person's** original destination within the United Kingdom.

The Insurer will pay the reasonable cost of assistance provided that the recovery is made at the same time as the initial call-out otherwise the **Covered Person** will have to pay for subsequent call-out charges.

If the **Covered Vehicle** requires recovery, the **Covered Person** must immediately inform Call Assist of the address the **Covered Person** would like the **Covered Vehicle** taken to. Once the **Covered Vehicle** has been delivered to that address, the **Covered Vehicle** will be left at the **Covered Person's** own risk.

### Alternative travel

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If the **Covered Vehicle** cannot be repaired locally on the same day or within a period agreed between the **Covered Person** and Call Assist and is at least 20 miles away from **Your Home** or if the **Covered Vehicle** is stolen; to allow the **Covered Person** to complete the **Covered Person's** original journey, the Insurer will pay:

- a) up to €250 towards the cost of alternative transport or
- b) for the use of a hire vehicle up to 1600cc

whilst the **Covered Vehicle** remains unroadworthy. The Insurer will pay up to €150 towards the costs of alternative transport for one person to return and collect the repaired **Covered Vehicle**.

### **Emergency overnight accommodation**

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Where alternative travel (described above) would have been available to the **Covered Person**, but it is more practical or cost effective to provide emergency accommodation for a single night, the Insurer will pay up to €150 for a lone traveller or €75 per person towards the cost of overnight accommodation including breakfast for the **Covered Person** and up to 7 passengers whilst the **Covered Vehicle** is being repaired. The Insurer will not pay more than €500 for each claim under Emergency overnight accommodation.

### **Conditions of service for covers Alternative travel and Emergency overnight accommodation above**

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The **Covered Vehicle** must be repaired at the nearest Suitable Garage to the Breakdown location.

Where available these services will be offered on a pay/claim basis, which means that the **Covered Person** must pay initially and the Insurer will reimburse the **Covered Person** when we are in receipt of a valid invoice/receipt. Before arranging these services, authorisation must be obtained from Call Assist.

### **Misfuelling**

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If the **Covered Vehicle's** fuel tank is filled with the incorrect type of fuel, it may be necessary to carry out a drain and flush of the **Covered Vehicle's** fuel tank at the roadside if possible or at a Suitable Garage where this is not possible.

Occasionally misfuelling a **Covered Vehicle** can cause extensive damage which a fuel drain and flush will not rectify. If the **Covered Person** prefers for the fuel drain and flush to be carried out by the **Covered Person's** preferred repairer, Call Assist will arrange for the **Covered Vehicle**, the **Covered Person** and up to 7 passengers to be recovered to a repairer of the **Covered Person's** choice within 10 miles of the Breakdown. The **Covered Person** must pay initially and the Insurer will reimburse the **Covered Person** when we are in receipt of a valid invoice/receipt. The most the Insurer will pay is the cost of 10 litres of correct fuel and not more than €250 in total for each claim under Misfuelling.

### **Message service**

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At the **Covered Person's** request Call Assist can pass on two messages to the **Covered Person's** home address or place of work to let others know of the Breakdown.

### **Home assist**

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**Your Covered Vehicle** will be covered at **Your** Home or within a one mile radius of **Your** Home. If **Your Covered Vehicle** cannot be repaired at **Your** Home, Call Assist will arrange for the **Covered Person** and **Your Covered Vehicle** to be recovered to the nearest Suitable Garage. The recovery must take place at the same time as the initial call-out.

## Keys

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If the **Covered Person** locks their **Covered Vehicle** keys within the **Covered Vehicle** and are unable to obtain a spare set on the same day, the Insurer will pay the call-out fee for a recovery operator who will attempt to retrieve the key where this is possible.

If Call Assist is unable to retrieve **Your** key it is often possible to provide a replacement key at the scene. The **Covered Person** will have to pay for the replacement key.

If it is not possible to retrieve a locked-in key or if the **Covered Person** has lost or broken their key and are unable to obtain a replacement key at the scene; if the **Covered Person** is away from home the Insurer will pay the mileage charges to a place where **Your Covered Vehicle** can be stored securely, or **Your** Home if it is nearer.

## Cover outside of the Republic of Ireland and Northern Ireland

### Roadside assistance

---

Call Assist will send help to the scene of the **Covered Vehicle** Breakdown within the **Territorial Limits** (other than the Republic of Ireland and Northern Ireland) and the Insurer will cover the cost of call-out fees and mileage charges needed to make a repair at the roadside if this is possible within one hour. Due to differing national standards and infrastructures abroad, assistance may take longer to arrive.

### Recovery

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If, in the opinion of Call Assist, they are unable to repair the **Covered Vehicle** within 60 minutes at the roadside we will arrange and pay for the **Covered Vehicle**, the **Covered Person** and up to 7 passengers to be recovered to the nearest Suitable Garage able to undertake the repair.

### Shipping of spare parts

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Where it is efficient and cost-effective to do so, the Insurer will pay up to €150 towards the cost of shipping of spare parts to the Suitable Garage. The **Covered Person** will be responsible for the cost of the spare parts and we will only organise shipping once the **Covered Person** has confirmed the spare parts have been paid for.

### Alternative travel abroad

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If **Your Covered Vehicle** cannot be repaired locally on the same day or within a period agreed between the **Covered Person** and our operator or if the **Covered Vehicle** is stolen, the Insurer will pay:

- a) up to €500 towards the cost of alternative transport or
- b) for the use of a hire vehicle up to 1600cc

whilst the **Covered Vehicle** remains unroadworthy. The Insurer will pay up to €200 towards of alternative transport for two people to return and collect the repaired **Covered Vehicle**.

### **Emergency overnight accommodation abroad**

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Where alternative travel (described above) would have been available to the **Covered Person**, but it is more practical or cost effective to provide emergency accommodation for a single night, the Insurer will pay up to €150 for a lone traveller or €75 per person towards the cost of overnight accommodation including breakfast for the **Covered Person** and up to 7 passengers whilst the **Covered Vehicle** is being repaired. The Insurer will not pay more than €1,000 for each claim under Emergency overnight accommodation under this section.

### **Repatriation service**

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If the **Covered Vehicle** cannot be repaired within 48 hours of the original Breakdown or by the **Covered Person's** intended return, whichever is due to occur later, we will arrange and pay for the **Covered Vehicle**, the **Covered Person** and up to 7 passengers to be transported either to **Your** Home, or if the **Covered Person** would prefer and it is closer, the **Covered Person's** original destination within the **Territorial Limits**.

**We** will need to know details of the **Covered Person's** itinerary and if requested proof of both the **Covered Person's** outbound and inbound travel dates must be provided to validate the **Covered Person's** claim.

### **Conditions of service for covers Shipping of spare parts and Alternative travel abroad above**

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The **Covered Vehicle** must be repaired at the nearest Suitable Garage to the Breakdown location.

Where available these services will be offered on a pay/claim basis, which means that the **Covered Person** must pay initially and the Insurer will reimburse the **Covered Person** when we are in receipt of a valid invoice/receipt. Before arranging these services, authorisation must be obtained from Call Assist.

At all times please ensure the **Covered Person** carries their driving licence and registration document (logbook) with them during their journey. Due to local regulations and customs, the **Covered Person** may be required to provide copies of their driving licence or registration document. The **Covered Person** will be held liable for any costs incurred if copies of their driving licence or registration document are not immediately available.



## Conditions

### **Responsibilities of the Covered Person**

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The **Covered Person** must remain with or nearby the **Covered Vehicle** until help arrives.

If the **Covered Vehicle** cannot be repaired at the roadside, the Covered person must accept the assistance being provided:

- if the **Covered Vehicle** is recovered to a Suitable Garage, and it can be repaired the **Covered Person** must have adequate funds to pay for the repair including replacement parts immediately,
- where a repair is not possible the same working day and it becomes necessary to make alternative transport arrangements the **Covered Person** must have adequate funds to pay for alternative transport or overnight accommodation costs immediately

If the **Covered Person** does not have funds available, any further assistance will be denied.

Repairs undertaken at the Recovery Operator's premises are provided under a separate contract, which is between the **Covered Person** and the Recovery Operator.

If the **Covered Vehicle** is beyond economical repair we have the right to offer the market value of the **Covered Vehicle** to the **Covered Person** and pay for alternative transport home or if the **Covered Person** would prefer and it is closer to the **Covered Person's** intended destination.

Call Assist reserves the right to recover the immobilised **Covered Vehicle** in accordance with and subject to any legislation, which affects drivers' working hours.

### **Our rights**

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If the **Covered Person** cancels a call out and a Recovery Operator has already been dispatched, **You** will lose a call out from **Your** policy.

If a **Covered Person** uses the service and the claim and/or fault is subsequently found not to be covered by this **Policy**, the Insurer reserves the right to reclaim any costs that have been incurred from **You**.

The transportation of pets and livestock (including dogs) will be at the discretion of the Recovery Operator.

## Exclusions

In addition to the **Policy** Exclusions, the following exclusions apply to this cover part of **Your Policy**. The cost of

- any parts, components or materials used to repair the **Covered Vehicle**
- labour other than labour at the scene of the Breakdown or a claim for Misfuelling
- additional charges incurred as a result of any aftermarket modification to the **Covered Vehicle**
- vehicle storage, expenses or charges of any other company (including police recovery) not authorised by Call Assist, or where a **Covered Person** arranges for recovery or repairs by other means
- fuel, oil or insurance for a hire vehicle.

Service if **You** already owe Call Assist money

Failure by the **Covered Person** to comply with requests of Call Assist or their Recovery Operators concerning the assistance being provided.

Subsequent call outs for any symptoms related to a claim which has been made within the last 28 days, unless the **Covered Vehicle** has been fully repaired at a Suitable Garage, declared fit to drive by Call Assist's Recovery Operator or is in transit to a pre-booked appointment at a Suitable Garage.

Breakdown caused by failure to maintain the **Covered Vehicle** in a roadworthy condition including maintenance or proper levels of oil and water.

More than six call outs in the same **Policy Period**.

Specialist equipment, additional manpower and/or recovery vehicles or a recovery further than 10 miles from the scene of the Breakdown; if the **Covered Vehicle** is immobilised due to snow, mud, sand, water, ice, or a flood.

The **Covered Vehicle** being used for rallies, racing, rental, hire, public hire, private hire, courier services or any contest or practice for any of these activities.

The cost of recovery from a European motorway exceeding €150.

For European cover only, any trip which was planned to or subsequently finishes outside the **Policy Period**.

Costs incurred in addition to a standard call-out where service cannot be undertaken at the roadside because the **Covered Vehicle** is not carrying a serviceable spare wheel, an aerosol repair kit, appropriate jack, or the locking mechanisms for the wheels are not immediately available to remove the wheels.

Assistance following any intentional or wilful damage caused by the **Covered Person** to the **Covered Vehicle**.

Claims caused by overloading of the **Covered Vehicle** or carrying more passengers than it is designed to carry.

Damage to the **Covered Vehicle** or its contents whilst being recovered, stored or repaired and any liability arising from any act performed in the execution of the assistance services provided.

Assistance where the **Covered Vehicle** is

- not secure or has faults with electric windows, sun roofs or locks, unless the fault occurs during the course of a journey and safety is compromised,
- Is deemed to be illegal, not displaying a current tax disc, without a valid NCT certificate, uninsured, or dangerous to transport.

A request for assistance following any intentional or wilful damage caused by a **Covered Person** to the **Covered Vehicle**.

Repatriation back to the Republic of Ireland within 48 hours of a Breakdown occurring outside of the Republic of Ireland, UK, Isle of Man and Channel Islands regardless of ferry or tunnel bookings for the homebound journey or pre arranged appointments the **Covered Person** or their passengers have in the Republic of Ireland.

Repatriation back to the Republic of Ireland if the **Covered Vehicle** can be repaired but the **Covered Person** does not have adequate funds for the repair.

## Motor Legal Expenses Cover

Motor Legal Expenses Cover only applies to **Your Policy** if shown in **Your Policy Schedule**.

This Motor Legal Expense cover is arranged by ARAG Legal Protection Limited on behalf of the **Insurer**, ARAG Insurance Company Limited.

ARAG Legal Protection Limited is registered in Republic of Ireland number 639625. Registered address: Europa House, Harcourt Centre, Harcourt Street, Dublin 2, D02 WR20. ARAG Legal Protection Limited is regulated by the Central Bank of Ireland.

ARAG Legal Protection Limited is a coverholder of the **Insurer** ARAG Insurance Company Limited, an Irish Branch of ARAG Allgemeine Versicherungs-AG. ARAG Insurance Company Limited is authorised and regulated by the Federal Financial Supervisory Authority, BaFin (firm reference number VU5455), the regulatory authority in Germany, and is regulated by the Central Bank of Ireland for Conduct of Business rules.

### What is Covered

- The **Insurer** agrees to provide the insurance in this part of **Your Policy**, keeping to the terms, conditions and exclusions as long as:
  - the **Date of Occurrence** of the **Insured Incident** happens during the **Policy Period** and within the **Territorial Limits**; and
  - any legal proceedings will be dealt with by a court or other body which **We** agree to in the **Territorial Limits**; and
  - in civil claims it is always more likely than not an **Insured Person** will recover damages (or other legal remedy) or make a successful defence.
- If a **Representative** is appointed by **Us**, the **Insurer** will pay the **Legal Costs** for **Insured Incidents** under your policy.
- For **Insured Incidents** involving the death of or injury to an **Insured Person** the **Insurer** will pay the application fee required by the **Personal Injuries Assessment Board (PIAB)**.
- For all **Insured Incidents** **We** will help in appealing or defending an appeal provided that the **Insured Person** tells **Us** that he or she wants **Us** to appeal within the statutory time limits allowed. Before the **Insurer** pays any **Legal Costs** for appeals, **We** must agree that it is more likely than not that the appeal will succeed.
- The most the **Insurer** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause, is €150,000.

## Definitions

The following words used in this cover part have the meaning defined here. Throughout this cover part of the **Policy**, defined terms will be capitalised, in italics when used.

***Date of Occurrence*** means

- For civil cases, the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the ***Date of Occurrence*** is the date of the first of these events. (This is the date the event happened, which may be before the date ***You*** or an ***Insured Person*** first became aware of it.)
- For motoring offences, the date of the motor offence an ***Insured Person*** is alleged to have committed. If there is more than one offence arising at different times, the ***Date of Occurrence*** is the date an ***Insured Person*** began, or is alleged to have begun, to break the law.

***Insured Incidents*** means

- Accident Loss Recovery and Personal Injury
- Motor Legal Defence
- Motor Contract Disputes

***Insured Person(s)*** means ***You***, and any passenger or driver who is in or on the ***Covered Vehicle*** with ***Your*** permission. Anyone claiming under this policy must have ***Your*** agreement to claim.

***Insurer*** means ARAG Insurance Company Limited - a Branch of ARAG Allgemeine Versicherungs-AG.

***Legal Costs*** means all reasonable and necessary costs charged by the ***Representative*** on a party/party basis. Also the costs incurred by opponents in civil cases if an ***Insured Person*** has to pay them or pays them with ***Our*** agreement.

***Personal Injuries Assessment Board (PIAB)*** means an independent state body which assesses personal injury compensation.

***Representative*** means the lawyer, or other suitably qualified person, who has been appointed by ***Us*** to act for an ***Insured Person*** in accordance with the terms of this policy.

***Territorial Limits*** means

***For Insured Incident 1 Accident Loss Recovery and Personal Injury***

The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland, and Turkey.

***For Insured Incidents 2 Motor Legal Defence and 3 Motor Contract Disputes***, the Republic of Ireland.

***Uninsured Losses*** means losses which an ***Insured Person*** has incurred as a result of a road traffic accident which was not their fault, and which are not covered under the motor insurance policy issued with this policy.

***We, Us, Our*** means ARAG Legal Protection Limited who is authorised under a coverholder agreement to administer this insurance on behalf of the ***Insurer***, ARAG Insurance Company Limited.

## Insured Incidents

### Accident loss recovery and personal injury

**Legal Costs** incurred to recover **Uninsured Losses** after an event which:

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

### Motor Legal Defence

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

### Motor Contract Disputes

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

Provided that:

- **You** must have entered into the agreement during the **Policy Period**, and
- the amount in dispute must be more than €150

## Exclusions

In addition to the **Policy Exclusions**, the following Exclusions apply to this cover part of **Your Policy**. The Insurer shall not be liable for:

- A claim where the **Insured Person** has failed to notify **Us** of the **Insured Incident** within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering damages (or getting any other legal remedy that **We** have agreed to) or of making a successful defence.
- Any **Legal Costs** that are incurred before **We** agree to pay them.
- The **Covered Vehicle** being used by anyone who does not have valid motor insurance.
- Fines, damages or other penalties which an **Insured Person** is ordered to pay by a court or other authority.
- Any claim relating to the settlement payable under an insurance policy.
- Any claim caused by, contributed to by or arising from:
  - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
  - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
  - war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
  - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- Any disagreement with **Us** that is not in Condition 7.
- The cost of obtaining a medical report when registering a claim with the **Personal Injuries Assessment Board (PIAB)**.
- Any legal action an **Insured Person** takes which **We** or the **Representative** have not agreed to or where the **Insured Person** does anything that hinders **Us** or the **Representative**.
- **Legal Costs** arising from or relating to judicial review, coroner's inquest, fatal accident inquiry or injunctions.
- Parking offences
- Any claim relating to the settlement payable under an insurance policy (**We** will cover a dispute if **Your Insurer** refuses **Your** claim, but not for a dispute over the amount of the claim).

## Conditions

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

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

If there is a disagreement over the choice of **Representative** in these circumstances, the **Insured Person** may choose another suitably qualified person.

- In all circumstances except those above, **We** are free to choose a **Representative**.
- Any **Representative** will be appointed by **Us** to represent the **Insured Person** according to **Our** standard terms of appointment. The **Representative** must co-operate fully with **Us** at all times.
- **We** will have direct contact with the **Representative**.
- An **Insured Person** must co-operate fully with **Us** and the **Representative** and must keep **Us** up to date with the progress of the claim.
- An **Insured Person** must give the **Representative** any instructions that **We** require.
- An **Insured Person** must tell **Us** if anyone offers to settle a claim.
- If an **Insured Person** does not accept a reasonable offer to settle a claim, the **Insurer** may refuse to pay any further **Legal Costs**.
- **We** may decide to pay the **Insured Person** the amount of damages that the **Insured Person** is claiming, or which is being claimed against them, instead of starting or continuing legal proceedings.
- An **Insured Person** must
  - tell the **Representative** to have the **Legal Costs** taxed, assessed or audited, if **We** ask for this;
  - take every step to recover **Legal Costs** that the **Insurer** has to pay, and must pay the **Insurer** any **Legal Costs** that are recovered.
- If the **Representative** refuses to continue acting for an **Insured Person** with good reason, or if an **Insured Person** dismisses the **Representative** without good reason, the cover **We** provide will end at once, unless **We** agree to appoint another **Representative**.
- If an **Insured Person** settles a claim or withdraws it without **Our** agreement, or does not give suitable instructions to a **Representative**, the cover **We** provide will end at once and **We** will be entitled to reclaim from **You** **Legal Costs** the **Insurer** has paid.
- Apart from **Us**, **You** are the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it.
- If there is a disagreement between the **Insured Person** and **Us** about the handling of a claim and it is not resolved through **Our** internal complaints procedure the **Insured Person** can contact the Financial Services and Pensions Ombudsman (FSPO) for help. Details available from [www.fspo.ie](http://www.fspo.ie). Alternatively there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by the **Insured Person** and **Us**. If there is a disagreement over the choice of arbitrator, **We** will ask the Chartered Institute of Arbitrators to decide.



- **We** may require the **Insured Person** to get, at their own expense, an opinion from an expert, that **We** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **Us** and the cost agreed in writing between the **Insured Person** and **Us**. Subject to this the **Insurer** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the **Insured Person** will recover damages (or obtain any other legal remedy that **We** have agreed to) or make a successful defence. **We** will, at **Our** discretion, void the policy (make it invalid) from the date of claim, or alleged claim, and/or the **Insurer** will not pay the claim if:
  - a claim the Insured Person has made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
  - a false declaration or statement is made in support of a claim.
- The **Insurer** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.
- This policy will be governed by Irish Law. All acts of the Oireachtas within the policy wording shall include any amendment or replacement legislation.

## Helplines

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

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

### **LEGAL ADVICE SERVICE Call 1850 670 747**

**We** will give the **Insured Person** confidential legal advice over the phone on any personal legal problem, under the laws of the Republic of Ireland and the United Kingdom. Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal adviser. However if this is not possible they will arrange a call back at a time to suit the **Insured Person**.

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

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

### **DRIVERS' ASSISTANCE SERVICE Call 1850 670 747**

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

### **COUNSELLING SERVICE Call 1850 670 407**

**We** will provide an **Insured Person** with a confidential counselling service over the phone if they are aged 18 years or over (or aged between 16 and 18 and in full-time employment) including, where appropriate, onward referral to relevant voluntary or professional services. Any costs arising from the use of these referral services will not be paid by **Us**.

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

## Privacy Notice

This is a summary of how **We** collect, use, share and store personal information. To view **Our** full privacy statement, please see **Our** website [www.arag.ie](http://www.arag.ie)

### **Collecting personal information**

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

### **Using personal or sensitive information**

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

### **Keeping personal information**

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

### **Your rights**

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

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



# Chubb. Insured.<sup>SM</sup>

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Chubb European Group SE is an undertaking governed by the provisions of the French insurance code with registration number 450 327 374 RCS Nanterre and the following registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Chubb European Group SE has fully paid share capital of €896,176,662.