



Motor Insurance **Policy**

Important Information

Please read and keep safe

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Aviva Insurance Ireland DAC

Aviva Insurance Ireland Designated Activity Company, trading as Aviva, is regulated by the Central Bank of Ireland. A private company limited by shares. Registered in Ireland No. 605769.

Registered Office: Cherrywood Business Park, Dublin, Ireland, D18 W2P5.

Special Notes

IMPORTANT

Please let us know immediately, about any event which could lead to a claim. We are very proud of our claims service. We know that this is when you need us most and we provide a speedy and efficient service to make the process as easy as possible for you.

Accident Line

You can contact us 24 hours a day, 365 days a year on **1800 147 147** for help on all motor claims including windscreen damage claims.

CAR LAID UP

An allowance in respect of premium will be made from the date when the Road Traffic Act Certificate(s) and Disc(s) are returned to us if the car is laid up for a period of not less than four consecutive weeks and the insurance suspended. A pro rata refund in premium will be allowable. The amount of this will depend on the extent of the cover remaining on your policy. For example, if you leave the fire and theft cover in force, we will refund 75% of your premium.

You must pay all premiums that are due to us during the period of time that the car is laid up and cover is suspended by you (including any direct debit instalment payments).

Any refund amount due will be returned once the cover is reinstated by you.

FOREIGN USE

Your Policy is automatically extended to include the terms of endorsement PC69, providing full policy cover within the EU, for a period of 31 days in any "period of insurance", in respect of the car.

The following cover does not apply when you are using your car abroad.

- **Driving other cars** under **Section 2 D** (page 15)

- **Section 7 – Breakdown Rescue.**

If you require an international green card, we will supply you with one free of charge. Please let us have, at least, one week's notice in advance of your journey.

BREAKDOWN RESCUE

Helpline Freephone Number

1800 44 88 88

or if calling from Northern Ireland, England Scotland or Wales.

01 612 102 113

For full details of Breakdown Rescue see pages 21-23.

Introduction

Your Policy and Schedule

The schedule (which should be read as one document in conjunction with your policy), and Road Traffic Act Certificate(s) of insurance and disc(s) are separately enclosed. The schedule shows your cover and any additional benefits or amendments applicable.

You have the right to cancel your policy within the cooling off period. You need to return your certificate and disc to us so we can cancel the policy. We will work out the premium for the period we have been insuring you and refund the balance. If you cancel your policy within this 14 working day period, you will not be subject to our short-period rates (please read the section 'Cancellation' on page 10 for more information).

Your Motor Insurance Policy

This policy booklet, the information you have provided, the schedule and the Certificate of Insurance, form the contract of insurance between you (the policyholder) and us (Aviva Insurance Ireland DAC).

In return for your premium, we will provide the cover shown in the schedule for accident, injury, loss or damage that happens within the geographical limits during the period of insurance.

The Law applicable to the Contract

Under the relevant European and Irish legal provisions the parties to the proposed contract of insurance, we, Aviva Insurance Ireland DAC and you, the Proposer, are free

to choose the law applicable to the contract. We propose that Irish Law will apply to the contract.

The insurer with which your contract will be concluded is Aviva Insurance Ireland DAC.

Complaints Procedure

We aim to give excellent service to all our customers; however, we recognise that things may occasionally go wrong. We will do our best to deal with your complaint as effectively and quickly as possible. If you arranged your cover through an intermediary or broker, please send your complaint to them. If your complaint is not sorted out to your satisfaction, please contact:

- Aviva Insurance Ireland DAC at 1800 666 555.

You can also write to Aviva Insurance Ireland DAC, Cherrywood Business Park, Dublin, Ireland, D18 W2P5 or you can contact:

- **Insurance Ireland** at Insurance Centre, 5 Harbourmaster Place, IFSC, Dublin 1, D01 E7E8.

Phone: 01 676 1820

Fax: 01 676 1943

E-mail: iis@insuranceireland.eu

Website: www.insuranceireland.eu

- **Financial Services and Pensions**

Ombudsman Lincoln House, Lincoln Place, Dublin 2, D02 VH29

Phone: (01) 567 7000

E-mail: info@fspo.ie

Website: www.fspo.ie

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

Insurance Act 1936 (Section 93)

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

Stamp Duties Consolidation Act 1999

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

Definitions

Throughout your policy documentation certain words have a specific meaning wherever they appear and these are defined below.

bodily injury:

Injury resulting directly from an accident caused by external violent and visible means.

car:

Any vehicle(s), the details of which have been furnished to us and described under the heading of "Vehicle or Classes of Vehicles, the use of which is covered" in the Certificate number and which, having been issued to you, remains effective.

certificate:

A guarantee that a policy of insurance has been issued which complies with the terms of the "Road Traffic Act(s)".

condition precedent (General Condition 1):

Terms and conditions which must be met by you before we will consider your claim.

cooling off period:

The 14 working days after:

- the start date of the Policy; or
- the day on which you receive your Policy documents;

whichever is later.

loss of limb: (Section 4)

Physical severance or permanent loss of use at or above wrist or ankle.

main driver:

The person for whom the car is intended as their main vehicle and who is:

- 1 shown in either the proposal form or Statement of Fact as the main driver;
- 2 the primary driver of the car, which

means the person who drives the car more often than any other person and;

- 3 responsible for the car insured under this policy.

named driver:

A driver who is shown in either the proposal form or Statement of Fact as an additional Named driver and is a frequent user of the car but not the Main driver.

partner:

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

period of insurance:

The period from the effective date in the schedule to the date prior to the renewal date and any further period for which you have paid or agreed to pay and we have accepted your premium.

person-insured: (Section 4)

The person named in the schedule as being insured.

private car:

Any vehicle constructed primarily for the carriage of passengers and taxable for private use only.

we/us/our:

Aviva Insurance Ireland DAC.

you/your:

The person(s) named as policyholder in the schedule.

GEOGRAPHICAL LIMITS

We agree with you to provide insurance as set out in this Policy in respect of events which may occur in Ireland, Northern Ireland, Great Britain, The Isle of Man or Channel Islands during any period of insurance.

INSURANCE PROVIDED (REFER TO POLICY SCHEDULE)

Subject to the terms, exceptions and conditions of this policy, the following Sections apply when cover is –

Comprehensive – 1 to 3 inclusive, 5 and 6.

Third Party, fire and theft – 1 (applies only in respect of loss or damage to Fire and Theft the car caused directly by fire, self-ignition, lightning, explosion, theft or attempted theft). Windscreen damage may not apply.

– 2, 3(b), 5 and 6

Third Party only – 2, 3(b), 5 and 6

In addition where stated in the Policy Schedule – 4 and 7.

CAR SHARING

When the car is being used, for social or similar purposes, to carry passengers and you receive contributions for this use, it will not be considered use for "hire or reward" provided –

- (a) The car is not constructed or adapted for more than 8 passengers.
- (b) You are not carrying passengers as a business.
- (c) That the total contributions you receive do not constitute any element of profit.

Should you be in any doubt about your cover, please contact us for clarification.

NO CLAIM DISCOUNT

We will reduce the renewal premium (apart from the amount chargeable under Section 4) according to the following scale if no claim is made or arises under this Policy in the period of insurance consecutively preceding the renewal date –

Period of insurance	Reduction
One Year	10%
Two Years	20%
Three Years	30%
Four Years	40%
Five Years	50%

Any payment we make for fire or theft claims will not affect your no-claim discount.

The no claims discount is earned on each car separately if there is more than one car insured.

REPLACEMENT LOCK COVER

If the car keys or lock transmitter of your car is lost or stolen, we will pay for the cost of replacing:

- 1 the door locks and boot lock;
- 2 the ignition steering lock; and
- 3 the lock transmitter and central-locking interface.

However, you must prove to us that any person who is likely to have your keys or transmitter is likely to know where you keep your car. We will not take off the excess and your no-claim discount will not be affected if you claim under this section.

FIRE BRIGADE CHARGES

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

- control or put out a fire in your car (in circumstances which have given rise to a valid claim under your policy); and
- remove the driver or passengers from the car using cutting equipment.

The most we will pay is €1,000.

General Exceptions

We will not pay for the following except so far as is necessary to meet the requirement of the Road Traffic Acts.

- 1 Any accident, injury loss, damage or liability occurring if any vehicle defined in the Certificate is, at the time of the accident, being driven or used other than in accordance with the terms of the Certificate.
 - 2 Any liability assumed or imposed by virtue of an agreement but which would not have applied in the absence of such agreement.
 - 3 Any accident, injury, loss or damage (except under Section 2) arising during or in consequence of –
 - (a) an earthquake; or
 - (b) a riot or civil commotion occurring elsewhere than in Ireland, Great Britain, The Isle of Man or Channel Islands (unless proven by you that the loss damage and/or injury was not occasioned thereby).
 - 4 Loss or damage (except under Section 2) directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
 - 5 A
 - (i) loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom, or any consequential loss,
or
 - (ii) any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from:
 - (a) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
 - (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
- B any consequence of War, Invasion, Act of Foreign Enemy, Hostilities, (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection or Military or Usurped Power,
- C any consequence of an act of terrorism including any action taken in controlling, preventing, suppressing or in any way relating to an act of terrorism.
- Terrorism means an act and/or threat of force or violence by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation whose intention is, for political, religious, ideological or other purposes, to influence any government or to place the public, or any section of the public, in fear.

General Conditions

Keeping to policy terms

- 1 It is a condition precedent to our obligation to make any payment under this policy that –
 - (a) You answer all questions, which we ask, honestly and with reasonable care. The answers in any proposal, statement of fact, declaration and any other document provided by you to us for this insurance must be true and complete. Any proposal, statement of fact, declaration and any other document provided by you to us will form part of your contract with us.
 - (b) You or any other person on whose behalf payment is claimed, observe the terms and conditions of this policy insofar as they apply.
 - (c) Since the start date of the policy or your last renewal date (whichever is the latest), if there has been a material change in your circumstances (which includes any new circumstances or changes in circumstances which alter the subject matter of this policy or the nature of the risk underwritten), or those of other drivers covered under this policy, you must advise us immediately or you may lose all benefit and cover under this policy.
 - (d) Any person whose driving is covered by the terms of the certificate must hold a licence to drive that vehicle and must meet the conditions and any limits of the driving licence held or, if they have held a licence to drive that vehicle, must not have been disqualified from holding that licence.

Claims

- 2 You or any other person whose liability is covered under Paragraph (4) of the Certificate must –
 - (a) Immediately notify us of any event which may give rise to a claim under this Policy with all the details we may require.
 - (b) Notify us immediately if you become aware of any impending prosecution or inquest in connection with such event.
 - (c) Not admit, deny, negotiate or settle a claim without our written consent.
 - (d) Submit all documentation proofs and information and give us all assistance that we may reasonably require.
 - (e) Co-operate fully with us in the investigation and in handling any claim.

We may do the following:

- (a) At our own discretion take over and conduct in your name (or that of any person entitled to indemnity or payment under this Policy) the defence or settlement of any claim, or to prosecute in your name (or such other person) for our own benefit a claim for indemnity or damages or otherwise, and shall have full discretion in the conduct of any proceedings or in the settlement of any such claim.
- (b) Where any legal liabilities have to be met under the terms of this insurance, have the right to seek recovery from you (or such other person) when there has been non compliance with the terms, conditions and exceptions of this policy.

- (c) If the law of any country in which this policy applies or an agreement between Insurers and Government (e.g. the Motor Insurers' Bureau of Ireland agreement) requires us to make any payment on your behalf which we would not otherwise have paid, have the right to recover the amount from you or from the person who incurred the liability or from both of you.

Cancellation

- 3 You may cancel this Policy at any time after the cooling off period by returning your certificate of motor insurance and windscreen disc to us. As long as no claim has happened during the current period of insurance, we will work out the premium for the period for which we have insured you and refund any balance, provided that the refund due to you amounts to at least €20. If you cancel the policy during the first year, the refund will be based on our short-period rates.

Short Period Rates	
Period for which policy cover operated in the first year	Percentage of yearly premium that could be refunded
After the cooling off period but not more than 1 month	70%
Not more than 2 months	60%
Not more than 3 months	50%
Not more than 4 months	40%
Not more than 5 months	30%
Not more than 6 months	20%
Not more than 7 months	10%
8 months or over	0%

We may cancel this policy by sending 10 days' notice by post to your last known address. You will then be entitled to a refund of part of your premium.

If you wish to cancel your policy within the cooling off period, please read the section 'Your policy and schedule' on page 3 for more information.

Mid term alterations

- 4 If you make an alteration to your policy and this results in an adjustment in premium, we will not charge you for premium adjustments less than €20, nor will we refund you any premium amounts of less than €20.

Fraud

- 5 You may lose all benefit under this policy if any claim is fraudulent in any way or if you or anyone acting on your behalf has used any type of fraud relating to this insurance policy (this includes exaggerating a claim, making a claim which is in any way false, or use of any false or stolen documents when making a claim).

You may lose some or all benefit under this policy if you have not answered all questions, which we have asked, honestly and with reasonable care (including any answers or information you have provided to us that may have affected our decision to provide cover or in calculating the policy premium) or if you have used any false or stolen documents in applying for the cover provided under this policy.

In the event of any fraud relating to this insurance policy we may cancel the policy and retain the premium paid.

Duty to take care

- 6 You must take all reasonable steps to prevent accident, injury, loss or damage, and must keep your car in a roadworthy condition. While unattended, the car must not be left unlocked or the keys to the ignition left with the car. You must allow us to examine your car at any time.

Arbitration

- 7 Any dispute between you and us (about our liability over a claim or the amount to be paid, where the amount of the claim is €5,000 or more) must be referred (within 12 months of the dispute arising) to an arbitrator appointed jointly by you and us. If you and we cannot agree on an arbitrator, the President of the Law Society of Ireland will decide on the arbitrator and the decision of that arbitrator will be final. We may not refer the dispute to arbitration without your consent where the amount of the claim is less than €5,000. If you do not refer such a dispute to arbitration within 12 months, we will treat the claim as abandoned.

Information or Changes we need to know about

- 8 You must immediately tell us about:
- (1) any change or replacement of the car(s) or if you sell or dispose of the car(s);
 - (2) a change to any driver that may drive the car(s);
 - (3) any change in the way the car(s) is used;
 - (4) any change in the address at which the car(s) is normally parked overnight;
 - (5) any modifications to the car(s);
 - (6) any change affecting ownership or the Main driver of the car(s), for example you must let us know immediately, if at any time, during the period of insurance: (a) the Main driver of the car(s) on cover under this policy changes; (b) if you become the Main driver of another vehicle or (c) if you are given full time access to a company vehicle;
 - (7) any accident, loss or claim (excluding windscreen, fire and theft claims) made against you or any driver that may drive the car(s),

that have not already been advised to us;

- (8) any convictions, offences, driving disqualifications or prosecutions pending of any nature (for example, but not limited to, fraud, theft or handling stolen goods) that are not considered a 'spent conviction' under the Criminal Justice (Spent Convictions and certain Disclosures) Act 2016 that have not already been advised to us;
- (9) any medical condition, that impairs any driver's ability to drive, that has not been advised to the National Driving Licence Service or that have not already been advised to us;
- (10) any changes to the current and valid driving licence, which each driver is required to hold, that prevents a driver from legally being allowed to drive in the Republic of Ireland.

If you don't give us full and correct information, or tell us about the above changes, we may refuse to pay all or part of a claim. Therefore, to ensure you are fully protected if you are unsure whether you need to tell us of a change in respect of your circumstances relating to your car or car insurance, please contact us immediately.

Other Insurance

- 9
- (a) If at the time of any claim you have another insurance policy covering the same loss, damage or liability, we will pay only our share of the claim.
 - (b) If at the time of any claim any other insured person (defined in Section 2 – Liability to third parties) has another insurance policy covering the same loss, damage or liability, we will not pay any part of the claim.

Events Insured

Section 1 – Loss of or Damage to the Car

We will pay for loss of or damage to the car or any part thereof and/or its accessories and spare parts whether on the car or in your private garage, and loss or damage while in transit by sea (including embarking and disembarking) between any ports in the territories covered by this policy.

We may, at our own option, repair reinstate or replace the car or any part thereof or may pay in cash the amount of the loss or damage.

Hire Purchase/Contract Hire Agreement

Where, to our knowledge, the car is subject to such an agreement, any payment will be made to the owner described in the agreement whose receipt will be a final discharge to us for such payment.

Windscreen Damage

We will pay for loss of or damage to the glass in your car's windscreen or any other car window (not including the sunroof or panoramic roof) and any scratching on the bodywork as a result of the breakage.

We may at our sole discretion:

- repair or replace the windscreen; or
- pay a cash amount for the loss or damage.

If you use our aligned windscreen repairers (phone: **1800 147 147** for our current list of aligned repairers) for the replacement or repair, there is no limit. If you use any other windscreen repairer there is a limit of €225 for any single event.

Any payment will not affect your no-claim discount (see page 7), and we will not ask you to pay any excess if you claim.

Please note - for the purpose of the cover provided, glass includes the front windscreen, back and side windows but excludes any sunroofs, panoramic roof, mirrors and lights.

Towing charges

We will pay the reasonable cost of protection and removal to the nearest repairer, if as a result of any loss or damage insured under this Section, the car is disabled. In addition, we will pay the reasonable cost of delivery to you within the territories covered by this policy after repair, reinstatement, replacement or recovery.

New car replacement

Provided you are the original and sole registered owner of the car from new, if, within a period of 12 months from its date of first registration, the car is stolen and not recovered or sustains loss or damage (in any single accident) in respect of which the cost of repair, reinstatement or replacement exceeds 50% of the Republic of Ireland list price of the car when new, current at the time of the loss or damage, we will at your request and subject to the consent of any other interested party known to us, replace the car with a new car of the same make and model (subject to availability in the Republic of Ireland).

EXCLUSIONS TO SECTION 1

We will not pay for

- 1 Depreciation, wear and tear, mechanical, electrical, or electronic breakdown.
- 2 Damage to tyres by braking, punctures, cuts or bursts.
- 3 Loss of use.
- 4 Loss or damage exceeding the current market value of the car at the time of the loss or the original sum insured, whichever is the less.
- 5 Loss or damage to audio or car phone equipment, exceeding 5% of the insured value of the car or €650, whichever is the less.
- 6 Any modifications unless they form part of the manufacturers standard specification or are optional extras that we have agreed to cover.
- 7 Any more than our proportionate share for loss or damage where, at the time of a claim, there is any other policy covering such loss or damage.
- 8 Any person insured having a breath, blood or urine alcohol/drug level above the legal limit shown in the Road Traffic Acts and any further regulations.

Section 2 – Liability to Third Parties

Definition of Insured Person

- A For the purpose of insurance under this Section the term “insured person” means –
- 1 You.
 - 2 (a) Any person entitled to drive by the terms of the Certificate other than a person in the motor trade driving the car for purposes of overhaul, upkeep, and/or repair.
(b) Any person, with your permission, using, but not driving the car for social, domestic and pleasure purposes.
 - 3 Any person, with your permission, in, getting into or out of the car.
 - 4 At your request the owner of the car.
 - 5 The employer or partner of any person whose business use is covered by the terms of the Certificate.

We will, on behalf of an Insured Person (or their legal personal representatives), pay in full the amount of liability for damages and claimants’ costs and expenses in respect of bodily injury and, pay up to a limit of €30,000,000 the amount of liability for damages and claimants’ costs and expenses in respect of damage to property.

Legal Costs

- B We may pay, in respect of any event which may be the subject of indemnity under this Section –
- 1 The Solicitor’s fee for representation at any Coroner’s inquest or defence in any District Court.
 - 2 The costs of defence against a charge, under Sub-Section 2(A) of Section 53 of the Road Traffic Act 1961, of manslaughter or causing death or serious bodily harm by dangerous driving.
 - 3 All other legal costs and expenses incurred in the defence of any claim for bodily injury or property damage arising as the result of an accident caused by or connected to the car and for which the insured person may be liable at law.

– all subject to our written consent.

Compulsory Insurance E.U. and Other Countries

- C The insurance under this Section is extended to give the minimum indemnity required to comply with the laws relating to compulsory insurance of vehicles in any country which is a member of the European Union, and any other country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet Article 8(1) of the EC Directive on insurance of civil liabilities arising from the use of motor vehicles (number 2009/103/EC).

Driving other Cars

- D We will pay in full the amount of liability for damages and claimants' costs and expenses in respect of bodily injury and up to a limit of €30,000,000, the amount of liability for damages and claimants' costs and expenses in respect of damage to property, arising as a result of an accident caused by or in connection with the driving by you personally of any other private car not owned by you.

This cover will only apply if –

- 1) it is shown that this cover applies under Paragraph 5(b) of your certificate;
- 2) you do not own the private car or you have not hired the private car under a hire-purchase agreement, contract of lease hire or contract hire;
- 3) the private car is not owned by your employer or hired to them under a hire-purchase or lease agreement;
- 4) a current certificate of insurance has been issued and remains in force on the private car being driven under the Driving other Cars cover provided;
- 5) you have the consent of the owner to drive the private car;
- 6) the private car is being used within the limits of use shown in the current certificate;
- 7) you still own and insure your car under this policy and your car has not been damaged beyond economic repair;
- 8) the private car is being driven within the geographical limits (Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man or the Channel Islands) of the policy;
- 9) the motor vehicle being driven is solely a private car. This cover does not include the driving of any commercial vehicles, camper vehicles, vans, car-vans, vans adapted to carry passengers or vehicles

used for hire or reward such as a taxi or a hackney car;

- 10) you have complied with the duty to take care condition as set out under the General conditions of the policy in respect of the private car.

Unspecified Detached Trailers

- E We will, on behalf of the insured person (or his/her legal personal representatives), pay in full the amount of Road Traffic Act liability for damages and claimants' costs and expenses in respect of bodily injury and up to a limit of €30,000,000, the amount of Road Traffic Act liability for damages and claimants' costs and expenses in respect of damage to property in respect of any detached single axle trailer up to half a tonne unladen weight.

EXCLUSIONS TO SECTION 2

We will not pay

- 1 For damage to property owned by or in the possession, custody or control of the insured person on whose behalf payment is claimed.
- 2 For death of or bodily injury to any person driving, or in charge of for the purpose of driving, the car.
- 3 If the insured person on whose behalf indemnity is claimed is entitled to indemnity under any other policy.
- 4 For bodily injury to any person arising out of and in the course of that person's employment by the insured person, other than as needed under the Road Traffic Acts.
- 5 For any loss, damage, liability and/or injury arising from caravans, mobile homes, trailer tents, boat trailers, and any trailer which incorporates machinery or other equipment other than under the Road Traffic Act(s).

Section 3 – Medical Expenses/ Emergency Treatment

We will pay

- A you in respect of accidental bodily injury sustained in direct connection with the car up to €130 per person for medical expenses incurred by any occupant (including the driver) of the car.
- B The cost of emergency treatment of injuries caused by or arising out of the use of any motor vehicle for which cover is provided under this policy where liability for such treatment arises under the Road Traffic Acts.

Section 4 – Journeywise Accident Cover

We will pay for bodily injury to any person insured –

- A While in, getting into, or getting out of –
 - (i) A private car
 - (ii) Any train, bus, taxi, aircraft, boat, ship or hovercraft but only as a fare paying passenger
- B As a pedestrian involving any road vehicle, train or aircraft

which injury is the sole cause of the result for which benefit is claimed.

We will pay the following amounts for:

a	Death	€26,000
b	Total and permanent loss of sight in one or both eyes	€26,000
c	Loss of one or more limbs	€26,000

An amount of €130 for each complete day spent as an in-patient in Hospital for a maximum of 20 days.

NOTES APPLYING TO SECTION 4

- (i) In the event of your death or that of any person insured the death benefit will be payable to the legal personal representatives.
- (ii) The cover afforded by this Section is worldwide.
- (iii) Payment does not affect your “no claims discount”.

EXCLUSIONS APPLYING TO SECTION 4

We will not pay for

- 1 Any person insured –
 - (a) participating in racing, rallies, trials, speed testing or motor cycling
 - (b) affected (temporarily or otherwise) by alcohol, drug or solvent abuse
 - (c) having a breath, blood/urine alcohol level above the legal limit stated in the Road Traffic Acts and subsequent Regulations
 - (d) more than one of the Benefits (a), (b) or (c) under this section in connection with the same accident
 - (e) residing permanently outside the Republic of Ireland.
- 2 Death or bodily injury –
 - (a) due to suicide or attempted suicide
 - (b) caused prolonged or aggravated by any pre-existing physical defect, illness, or infirmity
 - (c) which do not occur within six months from the date of accident.

CONDITIONS APPLYING TO SECTION 4

Claims Settlement

Any person insured or their legal personal representatives must –

- (i) Advise us in writing as soon as possible after any accident which may give rise to a claim under this policy.
- (ii) Produce at their own expense any medical certificates and any other evidence which we may require.

We will –

- (i) In the event of the death of any person insured be entitled to have a post-mortem examination at our expense.
- (ii) Have the right to request any person insured to undergo medical examination at our expense.

Non-Assignment

No assignee will be entitled to any benefit under this policy.

Discharge of our Liability

The receipt of any person insured or their legal personal representatives to whom we have paid any benefit will be a full and valid discharge of our liability under the policy.

Section 5 – Endorsements

This policy is subject to those endorsements in this Section which are stated in the policy schedule as being operative.

PC1 Driver qualification (Full EU or Full UK licence)

In General Condition 1(d) the words “holds a licence” are replaced by the words “holds a full EU or full UK licence”,

PC2 Driver Qualification (EU or UK licence - Full or Provisional)

In General Condition 1(d) the words “holds a licence” are replaced by the words “holds an EU or UK licence”.

PC3 Driver Qualification (Open Driving)

(a) In General Condition 1(d) the words “holds a licence” are replaced by the words “holds a full EU or full UK licence for all drivers except you”.

AND

(b) No cover operates under the policy while the car is being driven by or is in the charge of for the purpose of being driven by any person who is under 25 or over 70 years of age.

PC4 Driver Qualification (Open Driving – 25 - 70 Full EU or Full UK licence plus named drivers)

(a) In General Condition 1(d) the words “holds a licence” are replaced by the words “holds a full EU or full UK licence” for all drivers except as specified in (c) below.

AND

(b) No cover operates under the policy while the car is being driven by or is in the charge of for the purpose of being driven by any person who is under 25 or over 70 years of age unless such person is named in the Schedule attaching to this policy.

AND

(c) No cover operates under the policy while the car is being driven by or is in the charge of for the purpose of being driven by any person who holds a provisional EU or provisional UK licence unless such person is named in the Schedule attaching to this policy.

PC11 Excluding Driving Other Cars

Clause D of Section 2 of the policy headed “driving other cars” is cancelled.

PC14 Excess-Accidental Damage

In respect of each and every occurrence under Section 1 of the policy we will not pay for the first amount (specified in the schedule as excess) otherwise payable in respect of loss or damage to the car other than by fire, self-ignition, lightning, explosion or by theft or attempted theft.

Any sum so specified in the schedule shall be in addition to any other amount (excess) for which we are not liable under this Policy.

PC28 Farmers

We will not pay for damage to the car caused by the goods carried therein.

PC69 Foreign Use

This policy shall apply for the period in the international motor insurance card (green card) issued in respect of the car specified therein while it is in any of the countries to which the green card applies or while in transit between any ports in countries to which the green card applies.

Should indemnity be claimed because of the operation of a peril covered by the policy, any liability incurred by the resultant enforced payment of customs duty and/or Spanish Bail Bond shall be included within the indemnity provided.

PC70 Specified Trailers (see Schedule for cover applicable)

The cover granted by this policy will extend to the trailer(s) described in the schedule of the policy while attached to the car described in the schedule of the policy for the purpose of being operated or drawn or detached and out of use. The cover on the trailer is as noted in the schedule. We shall not be liable in respect of any loss damage liability and/or injury arising out of any event occurring while the car is drawing a greater number of trailers in all than is permitted by law.

PC71 Windscreen Damage-Third Party Fire and Theft

We will extend the cover under this policy to pay for loss of or damage to the glass in your car's windscreen or any other car window (not including the sunroof or panoramic roof) and any scratching on the bodywork as a result of the breakage. We

may at our sole discretion repair or replace the windscreen or pay a cash amount for the loss or damage. If you use our aligned windscreen repairers (phone: **1800 147 147** for our current list of aligned repairers) for the replacement or repair, there is no limit. If you use any other windscreen repairer, there is a limit of €225 for any single event.

Any payment will not affect your no-claim discount (see page 7), and we will not ask you to pay an excess if you claim.

You must pay an extra premium for this cover.

Please note – for the purpose of the cover provided, glass includes the front windscreen, back and side windows but excludes any sunroofs, panoramic roof, mirrors and lights.

PC99 Special Claims Excess for Non-Disclosure of Penalty Points

It is a condition of this policy that you let us know if any person who may drive the car under this policy has received penalty points on his or her licence.

If you do not keep to this condition, you will have to pay a policy excess of €2,500 as well as any existing policy excess. This means that we may not pay for at least the first €2,500 of any claim.

If we have to deal with a claim from a third party, we may want to recover the first €2,500 from you.

PC202 (B) Spare Parts Clause for Japanese/Far Eastern Imports

In respect of each and every occurrence where indemnity is provided under the policy requiring the replacement of any part(s) in order to repair the car where such part(s) are not obtainable or out of stock from the manufacturers' European representatives or agents, then you shall bear the cost of such replacement over and above the price indicated in the latest makers price list.

PC205 (A) Cover restricted to Third Party Fire and Theft while persons holding a provisional licence, learner permit or full foreign driving licence are driving

We will not pay under Section 1 of the policy for loss or damage other than by fire, self-ignition, lightning, explosion or by theft or attempted theft while the car is being driven by or is under the direct control of any person who holds a provisional licence, learner permit or full foreign driving licence not recognised by the licencing authorities as being equivalent to a full EU or full UK licence.

PC208 Optional No Claim Discount Step-Back

If you make a single claim or one arises during any period of insurance, we will reduce your no-claim discount otherwise allowable at renewal as follows:

- 50% to 20%
- 40% to 10%
- 30% or less to nil

Please note:

- a) Your no-claim discount is only protected on the policy on which this optional cover is purchased;

- b) This cover does not protect your premium from increasing in the event of a claim(s); and
- c) You must pay an extra premium for this cover.

PC302 Optional Protected No Claim Discount with step-back

You may make up to two unlimited claims in a three-year period without losing your no-claim discount. We will not take account of claims for windscreen breakage or fire or theft for the purposes of this endorsement. For subsequent claims, no-claim discount step-back applies (PC208).

Please note:

- a) Your no-claim discount is only protected on the policy on which this optional cover is purchased;
- b) This cover does not protect your premium from increasing in the event of a claim(s); and
- c) You must pay an extra premium for this cover.

PCYD1 – Exclusion of accidental damage

For each event under Section 1 of the policy, we will not pay for loss or damage to the car other than by fire, self-ignition, lightning, explosion or by theft or attempted theft while the car is being driven by or is under the direct control of any driver between the hours of 11pm and 6am.

Section 6 – Personal Belongings

We will pay, up to an amount of €150 for any one occurrence, for any loss of or damage to rugs, clothing and personal effects occurring in the car by fire, theft or accidental means.

Payment may, at your request, be made direct to the owner of such property whose signed receipt will then be an adequate discharge to us.

Note: Payment does not affect your “no claims discount”.

Exclusions:

We will not pay for any loss of or damage to:

- 1 Money, stamps, documents or securities.
- 2 Goods or samples carried in connection with any trade.

Section 7 – Breakdown Rescue

We will pay in the event of breakdown:

Mechanical breakdown, fire, theft or attempted theft, malicious damage, punctures that require assistance to fix or replace a wheel, lost keys, stolen keys, keys broken in lock or locked in the car.

Cover applies in the 32 counties of Ireland, and in England, Scotland and Wales.

However, we do not cover the benefits ‘Finishing the journey’ or ‘Theft of your car’ while your car is in England, Scotland or Wales (apart from as set out on page 22).

We will not be liable for any expenses incurred without our prior approval or for expenses incurred by you without dialling the free-phone number first – 1 800 44 88 88.

Calling from Northern Ireland, England, Scotland or Wales – 01 612 102 113.

We are entitled to provide the most suitable benefit at the time of the assistance.

The following benefits are available:-

Roadside and Driveway Assistance

- 1 We will send a competent repairer to assist you at the scene. If immediate repairs are possible we will provide up to one hour’s labour free. You must be with the car when the repairer arrives. If you are not with the car and we cannot assist, any subsequent assistance will be at your own cost.

Towing

- 2 We will cover the cost of towing the car to the nearest motor garage or your own garage whichever is the closer.

Completion of the Journey in the 32 counties of Ireland

- 3a (Cover only applies when you are more than 30 km from your home)
Where repairs cannot be carried out at the scene we will provide –
 - Transportation of you and your passengers to your intended destination.OR

- Replacement of your car for up to 48 hours and transportation back to your car when required.
OR
- Bed & breakfast accommodation while you and your passengers are awaiting completion of repairs (subject to a maximum of €35 per person and €150 in total).

Finishing the journey in England, Scotland or Wales

3b If the repairer is not able to carry out repairs at the scene of the breakdown, we will provide a replacement car for up to 48 hours. The most we will pay for this is £100.

If your car cannot be repaired before your departure date, we will pay for your car to be towed to the port in England, Scotland or Wales you are leaving from. The most we will pay for this is £250.

Theft of your car

4 Where your car has been stolen and not recovered within 24 hours we will provide a replacement car for up to 5 days or to when your car is recovered whichever is the sooner.

Note: theft must be reported to the Gardaí and to us immediately. This cover only applies in the 32 counties of Ireland.

In the event of an accident

Only benefit number 2 applies in the event of an accident.

Message Relay

We will relay up to two urgent messages on your behalf.

EXCLUSIONS

We will not pay for

- 1 Any liability or consequential loss arising from any act performed in the execution of the assistance service provided.
- 2 Expenses which are recoverable from any other source.
- 3 Any claim arising where the car is carrying more passengers or towing a greater weight than that for which it was designed, or arising directly from unreasonable driving on unsuitable terrain.
- 4 Any accident or breakdown resulting from a wilful or deliberate act.
- 5 The costs of repairing the car other than as described in the benefits section.
- 6 The costs of any parts, keys, lubricants, fluids or fuel required to restore the car's mobility.
- 7 Any claim caused by fuels, mineral essences or other flammable materials explosives or toxins transported in the car.

LIMIT OF RESPONSIBILITY

We will not be responsible for any inability on our part to provide the services specified in this Section.

Replacement cars are subject to commercial hire criteria which may include but is not limited to the following:

- provision of Full driver's licence, which must be free of endorsements
- provision of a cash or credit card deposit
- the car must also be returned to the pick-up point.

We will not be responsible for any failure on our part to perform any obligation as a result of:

- Act of God, government control, restrictions, prohibitions
- any other act or omission of any public authority (including government) whether local, national or international
- the default of any supplier, agent or other person or of labour disputes or difficulties.

We will not be responsible for any failure on our part to perform any obligation as a result of any other cause whatsoever where such cause is beyond our reasonable control.



*For our joint protection, we may record and
monitor phone calls.*

Aviva Insurance Ireland DAC

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