

Arranged By



Fleet

Policy Booklet

Underwritten by



Version 2025 02

www.assistinsurances.ie

Assist Insurances Limited trading as Bundlebee, Assist Insurances is regulated by the Central Bank of Ireland.
Registered Company Address 11 Westpoint Business Park, Whitemill Industrial Estate, Whitemill Road, Wexford Y35 F8CY.
Registered Company Number 488028.

Arch Insurance (EU) Dac is regulated by the Central Bank of Ireland.
Registered Company Address Block 3, The Oval, 160 Shelbourne Road, Ballsbridge, Dublin 4.

THIS INSURANCE POLICY IS UNDERWRITTEN BY:



Arch Insurance (EU) Dac
Block 3,
The Oval,
160 Shelbourne Road,
Ballsbridge,
Dublin 4.

Arch Insurance (EU) Dac is regulated by the Central Bank of Ireland.

MAWDY

MAWDY, MAPFRE ASISTENCIA Compania Internacional de Seguros Y
Reaseguros, S.A. trading as MAWDY
Ireland Assist House,
22 – 26 Prospect Hill,
Galway,
Ireland.

MAWDY, MAPFRE ASISTENCIA Compania Internacional De Seguros Y Reaseguros, S.A.,
trading as MAWDY is authorised by Direccion General de Seguros y Fondos de Pensiones
del Ministerio de Economia y Hacienda in Spain and is regulated by the Central Bank of
Ireland for conduct of business rules. Company Registration Number 903874.

THIS INSURANCE POLICY IS ARRANGED AND ADMINISTERED BY



Assist Insurances Limited
Unit 11 Westpoint Business Park,
Whitemill Industrial Estate,
Wexford, Co. Wexford
Y35 F8CY

Assist Insurances Limited trading as BundleBee, Assist Insurances is regulated by the Central Bank of Ireland.

The Underwriters of each Section of this Policy are:

Section(s)	Underwriter	Address	Authorisation
Sections 1, 2, 3 & 4	Arch Insurance (EU) Dac	Block 3, The Oval, 160 Shelbourne Road, Ballsbridge, Dublin 4.	Arch Insurance (EU) Dac is authorised by the Central Bank of Ireland
Section 5: Breakdown Assistance	MAPFRE ASISTENCIA Compania Internacional de Seguros Y Reaseguros, S.A., trading as MAWDY	MAWDY, Ireland Assist House, 22 -26 Prospect Hill, Galway, Ireland	MAWDY. MAPFRE ASISTENCIA Compania Internacional De Seguros Y Reaseguros, S.A., trading as MAWDY is authorised by Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda in Spain and is regulated by the Central Bank of Ireland for conduct of business rules. Company Registration Number 903874.

Please note that a different Underwriter may be liable for cover depending on the nature of the accident giving rise to Your claim. Your Policy and any claims under Section 1,2,3 & 4 will be administered entirely by Assist Insurances Limited. Any claims made under these sections will be handled via Matrix Claims Services Limited on behalf of the Insurer. Any claims for Breakdown Assistance will be administered by the relevant Underwriter or their representatives.

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Welcome to Assist Insurances Limited.

Thank You for choosing **Assist Insurances Limited** to arrange Your Motor Insurance on behalf of the Underwriters.

This Policy, together with, Schedule, Certificate of Insurance and any Endorsements, is a legally binding contract between the Underwriters and You.

You must be sure that the information You have given to Us in the Proposal Form and/or Statement of Fact is true and complete as We have relied on this information when deciding whether to insure You and when setting the terms and premium. The specific questions We have asked are material to the risk We are undertaking or the calculation of the premium, or both.

You have a duty to answer all questions honestly and with reasonable care. Where this has not happened, We may be entitled to use one of the remedies available to Us under the Consumer Insurance Contracts Act 2019 including to cancel the policy, reject a claim or limit the amount we pay You in the event of a claim.

Your Schedule will show what parts of this policy document apply to You. Please read Your Fleet Policy Document, Proposal Form and/or Statement of Fact, Schedule, Certificate of Insurance and any Endorsements carefully to ensure Your cover meets Your requirements and the Your details are correct. Please inform Us immediately if there are any errors, or if You are not happy with the Policy

Following payment of Your premium, We agree to provide You with insurance for Your Fleet in accordance with the cover detailed in Your policy schedule., subject to any terms, conditions, exclusions or endorsements, for the specified period of time.

Any telephone calls made in connection with this Policy may be monitored or recorded for training and quality control purposes.

How to Contact Us

Assist Insurances

Republic of Ireland Phone: **(0)1 568 5040**
Outside Republic of Ireland Phone: **+353 (0)1 568 5040**
Email: **commercial@assistinsurances.ie**
Post: **Assist Insurances Limited,
Unit 11 Westpoint Business Park,
Whitemill Industrial Estate,
Wexford, Co. Wexford, Y35 F8CY**

Accident Assistance

Republic of Ireland Phone: (0)1 568 5049
Outside Republic of Ireland Phone: +353 (0)1 568 5049
Email: claims@assistinsurances.ie

Windscreen Assistance

Online Booking: [Autoglass Booking System
bookings.autoglass.ie/select-glass](https://bookings.autoglass.ie/select-glass)
Website: www.autoglass.ie
Republic of Ireland Phone: (0)1 460 6916
Outside Republic of Ireland Phone: +353 (0)1 460 6916

Breakdown Assistance

Republic of Ireland Phone: (0)91 429 101
Northern Ireland Phone: +353 (0)91 429 101



Important Information

1. The Policy Booklet

This booklet tells You about Your Fleet insurance.

The Policy, the Certificate of Motor Insurance, the Schedule and any Endorsements are read together to form one contract. If a word or phrase has a specific meaning in any of these documents, it will have the same meaning wherever it appears.

Please keep these documents in a safe place.

Always read Your Policy booklet, Statement of Fact and/or Proposal Form, the Schedule and any Endorsements together as one document for full terms and conditions. You should pay particular attention to the General Exclusions, the General Conditions and any Endorsements which apply. If the documents do not meet Your requirements in any way or You have any queries, please contact the Broker You have engaged with to inception this Policy.

We may update this Policy booklet from time to time, to make various enhancements and to meet different laws and regulations.

The latest version of the Policy booklet that we give to You will be the version that applies to Your insurance contract. If we make changes to this Policy booklet that affect You when You renew Your insurance contract, we will provide You with the updated version alongside Your renewal documents.

2. The Contract

In consideration of the premium having been paid (or agreed to be paid) by You the Insured, we will provide insurance in accordance with the policy cover indicated in the Schedule. This cover will apply in respect of events occurring in the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands during the period of insurance specified in the Schedule, or any subsequent period for which the Insurer may accept payment for renewal of this policy.

The cover provided is subject to the terms, exclusions and conditions outlined within the Schedule, Policy booklet and relevant endorsements.

Disclosure of Information

The information provided by You or on Your behalf in Your completed Statement of Fact and/or Proposal Form and declaration should be true, accurate and complete. You are under a duty to answer all questions honestly and with reasonable care. You should ensure that all the recorded answers are accurate, truthful and complete.

Your right to a Cooling-Off Period

You may cancel this Policy within Fourteen (14) working days of the start date or renewal date, without penalty and without giving a reason, by returning the Certificate(s) of Motor Insurance and the insurance disc(s) to Us. We will refund Your premium, less a proportionate amount for the days that You were insured by Us.

Contract Law

This Policy will be interpreted in accordance with and governed by the law of the Republic of Ireland. Save as provided for in Condition 9 (Arbitration), the parties will submit to the exclusive jurisdiction of the courts of the Republic of Ireland, unless we make a written agreement saying otherwise before we issue this Policy to You.

Communications between You and Us about this policy will be in English.

Insurance Act 1936 (Section 93)

In accordance with Section 93 of the Insurance Act 1936, all money that is paid or will be paid under this Policy will be 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.

3. Following an Accident

The information below is intended to help You in the event of an accident.

To ensure that You receive the best possible service, always let us know **within 24 hours or as soon as possible**, about any event which could lead to a claim and before making any repairs. If a delay in notifying an event prejudices Our ability to investigate a claim or increases the cost of the claim, We may refuse to pay for any loss or damage. Sometimes, We will need further details in writing, such as the completion of an Accident Report Form. We may refuse to provide cover to You where You have failed to comply with the timeline above and where such failure to comply has subjected Us to undue prejudice.

Even if You don't intend to make a claim under Your Policy, it's important to let us know about the accident as soon as possible.

By law, You must stop after an accident if there is damage to any vehicle or property, or injury to any person or certain animals including dogs and horses. Also by law, You must give Your name, address and insurance details (Our Company Name and contact number, and Your Policy number) to anyone with good reason to ask for them. Also, all other drivers must give their details to You. You should make sure You get the names, addresses and phone numbers of all drivers, passengers or pedestrians involved, and of any witnesses to the incident.

Never accept the blame, or admit responsibility for an accident, or offer to pay for any damage. Please tell Us if any person says they are to blame.

If there is an accident, You must immediately do whatever You can to protect Your Vehicle and it's accessories. You (or Your legal representative) must give Us full details by phoning the claims helpline within 24 hours or as soon as possible after any Event that could lead to a claim under this Policy. Sometimes, We will need further details in writing.

You must send Us every letter, claim, or notification of legal proceedings (such as a writ, civil bill or civil summons), any correspondence, communication or other notice from the Injuriesboard, ie, and every other correspondence, communication or notice that concerns the accident, as soon as You receive them. You should not answer them Yourself.

Accident Contact Numbers

You can contact Us on:

Windscreen Assistance

Online Booking:	Autoglass Booking System bookings.autoglass.ie/select-glass
Website:	www.autoglass.ie
Republic of Ireland Phone:	(0)1 460 6916
Outside Republic of Ireland Phone:	+353 (0)1 460 6916

Accident Assistance

Republic of Ireland Phone:	(0)1 568 5049
Outside Republic of Ireland Phone:	+353 (0)1 568 5049
Email: New Claims:	newclaims@assistinsurances.ie
Existing Claims:	claims@assistinsurances.ie

Breakdown Assistance

Republic of Ireland Phone:	(0)91 429 101
Northern Ireland Phone:	+353 (0)91 429 101

For full details on Breakdown Assist cover refer to Section 5: Breakdown Assist.

What to do if You have an Accident

Do Not admit responsibility for the accident.

Do report the accident to the Gardaí or local police (if abroad) at the time. If the accident involves injury to persons or certain animals, You are required by law to report the incident to the Gardaí or local police (if abroad) within 24 hours or as soon as possible.

Do take note of the registration numbers of all vehicles involved and the insurer's name and Policy number. This should be on the insurance disc on the vehicle's windscreen.

Do take the names, phone numbers and addresses of the other people involved and give them Your details.

Do take photographs of all vehicle damage and positions, if possible.

Do take details of all injuries and damage sustained. Draw a basic diagram of the accident location to include approximate road measurements, road signs, markings, traffic signals and the vehicles involved. Take photos if possible.

Do take the name, address and contact numbers for any witness to the accident.

Do let us know immediately if You receive notice of any prosecution or if other parties are to be prosecuted as a result of the accident.

Do forward all correspondence from third parties, their insurers or representatives to us unanswered as soon as possible after receipt.

Where a member of An Garda Síochána or the local police (if abroad) attends at the scene of the accident, please ensure to obtain his/her name, identification number and contact details.

Theft and/or Malicious Damage

You must let An Garda Síochána or local police (if abroad) know immediately or at the latest within 24 hours if Your vehicle is stolen or if it is damaged maliciously or as a result of an attempted theft.

Claims Notification Period

All Claims must be notified to us within 24 hours or as soon as possible of their occurrence. Please refer to the General Conditions and Exception sections of this document and familiarise Yourself with Your obligations as failure to comply with the Policy conditions could result in Your claim being refused, if we are prejudiced by Your delay in notifying us.

B Definitions

Definitions refer to certain words that will appear throughout Your Policy documentation that have specific meanings wherever they appear. Please note some sections may include specific definitions applying to the relevant section only. Those words are listed and defined below:

Accessories

Any type of vehicle audio, two-way radio, telephone systems, tracking device and satellite navigational equipment which is permanently fitted to the Insured Vehicle and installed by the manufacturer or authorised dealer as original equipment for the vehicle. Mobile phones and satellite navigation equipment which can be detached and operated outside the vehicle are excluded.

Accident

A sudden, unexpected, unusual, specific Event which occurs at an identifiable time and place during the Period of Insurance.

Approved Repairer

A Tradesperson or Company that We have approved and authorised to repair Your Vehicle, after a claim.

Approved Windscreen Supplier

A Tradesperson or Company that We have approved and authorised to repair or replace the windscreen or other glass in Your Vehicle, after a valid claim has been made.

Bodily Injury

Any damage to a persons Physical condition that was caused by a motor accident or incident.

Business

The occupation as described in Your Schedule.

Certificate of Motor Insurance

The document we issue to You that proves You have the motor insurance You need by law. The Certificate of Insurance shows who can drive Your vehicle and what You can use it for. It is proof that You can use Your vehicle on a road or in any other public place, as required by the Road Traffic Acts. The Certificate of Insurance does not show the cover You have.

Commercial Vehicle

Any motor vehicle manufactured for the carriage of goods with a gross vehicle weight (GVW) of up to 46,000kgs, excluding private cars and motorcycles

Continuing Restrictive Condition

Any condition in this Policy, however expressed, that purports to require the insured to do, or not to do, a particular act or acts, or requires the Insured to act, or not to act, in a particular manner (and any condition the effect of which is that a given set of circumstances is required to exist or to be maintained or not to exist) shall be taken as falling within this definition.

EEA, Europe, European

Member states of the European Union (EU), European Economic Area (EEA) (Iceland, Liechtenstein and Norway) and Switzerland.

Endorsement

A change or addition to the terms of the Policy. Endorsements may be included in this document or on Your Schedule or sent to You separately.

Event

A thing that happens or takes place.

Excess

The amount You must pay towards the cost of any claim.

Fire Brigade Charges

Money You will have to pay a fire authority, after a claim, to:

- control or put out a fire in or on Your vehicle; **and/or**
- remove the driver or passengers from Your Vehicle using cutting equipment

Family

If You are an individual, any of:

- Your spouse,
- A person with whom You are cohabiting meeting the definition of a cohabitant in the Civil Partnership and Certain Right and Obligations of Cohabitants Act 2010,
- Your or Your spouse's brother, sister, aunt, nieces or nephews,
- Your or Your spouse's lineal ancestors (for example parents or grandparents), or lineal descendants (for example Your children or grandchildren).

Insured Person

- You and anyone else You have given Us information about and that We have agreed to cover;
- any person entitled to drive under the terms of Section 6 of Your Certificate of Insurance except a person in the motor trade driving Your Vehicle for the purposes of overhaul, upkeep or repair;
- any person, with Your permission, using but not driving the Insured Vehicle for social, domestic and pleasure purposes;

- any person, with Your permission, who is in, getting into or getting out of the Insured Vehicle;
- the owner of Your Vehicle (if You ask Us);
- the employer or business partner of any Insured Person for business use, within the terms of the Certificate of Insurance; **and**
- any other individual or business that We have agreed to cover.

Insured Vehicle / Your Vehicle

Any vehicle You have given us details of and which we describe under the heading of “Vehicles or classes of vehicles, the use of which is covered” in the Certificate of Insurance we have given You and which is still in force. This definition applies to all references to the Insured Vehicle, vehicle or private motor vehicle within this booklet, the Schedule, Endorsements or the Certificate of Insurance.

Ireland

The Republic of Ireland.

Loss of a Limb

Having a limb cut off or permanent loss of use of the limb at or above the wrist or ankle.

Market Value

The cost of replacing Your insured Vehicle/Trailer (at the time the loss occurred) with another of the same make, model, mileage, age, specification and condition as determined by a motor assessor appointed by Us. Modifications are excluded from the calculation unless we had been made aware of them when agreeing cover.

Passenger

Any person (other than the person driving) who is inside Your Vehicle or getting into or out of it.

Period of Insurance

The period of time covered by this Policy, from the start date to the end date as shown in the Schedule and Certificate of Insurance and any further period that we agree to insure You for.

Policy

The contract of insurance between You and the Underwriters and consisting of the Policy Schedule, this Booklet, the Certificate of Insurance and any Endorsements that may have been issued.

Private Car

Any vehicle with up to 7 seats built mainly for carrying Passengers and taxed for private use only. Excluding motorcycles, commercial vehicles, camper vehicles, car-vans, vans and vans adapted to carry passengers.

Proposal Form/Statement of Fact

A written record of the information provided by You or someone acting on Your behalf in Your application for this Policy. It includes all the information You have given Us and confirms declarations You made at the time the insurance was arranged in writing (including online) or spoken by You or by the person acting on Your behalf. We have relied on the truth of this information when agreeing to offer You this contract of motor insurance.

Schedule

The document which sets out Your details, the dates of cover, the sections of the Policy that apply, the Excess and any Endorsements that have been applied.

Signage

Any additional commercial logos, advertisements or contact details on Your Vehicle.

Territorial Limits

Please refer to Section 4: Windscreen & Glass Breakage and Section 5: Breakdown Assistance for the Territorial Limits that apply to those Sections.

This Policy provides the motor insurance cover described in Your Schedule in the Republic of Ireland, England, Scotland and Wales, Northern Ireland, the Isle of Man and the Channel Islands, and during journeys between these places (including loading and unloading).

Terrorism

An act contrary to the Criminal Justice (Terrorist Offences) Act 2005 or any similar legislation in any other country that this Policy covers.

Third Party

Any person who makes a claim against anyone insured under this Policy.

Tracking Device

A piece of equipment used for remotely establishing the location of Your Vehicle that is:

- operational at the time of the loss or damage;
- connected to a 24-hour monitoring service provider (whose charges are paid up to date at the time of the loss or damage);
- capable of being globally tracked to at least street level; **and**
- capable of automatically reporting vehicle movement to the monitoring service provider while the ignition is off.

Trailer

Any Trailer which is Your property or for which You are responsible. The Trailer does not include a disabled mechanically propelled vehicle.

Tool of Trade

Any Vehicle, implement or device used for tipping, digging, scraping, grading, drilling, levelling, lifting, lowering or supporting any object or person.

Special Type Vehicle

Any Vehicle constructed to operate as a Tool of Trade and not designed for the sole purpose of the carriage of goods or passengers.

We, Us, Our, the Company, the Insurer, Underwriter

The Underwriter for each Section in this Fleet Policy, as shown in Your Schedule.

You, Your, the Insured

The Policyholder named in the Certificate of Insurance as the person to whom the Policy of insurance has been issued and as named in the Schedule.



General Conditions

Keeping to these conditions

For the purposes of these conditions, the expression 'Insured Person' shall mean the Insured (as stated on the Schedule) and any other person entitled to be indemnified under this Policy.

You or any other person claiming under this Policy must comply with the following general Policy conditions to avail of the full protection provided by the Policy. If You or any other person claiming under this Policy does not comply with them, we may cancel the Policy or refuse to deal with Your claim or reduce the amount of any claim payment.

No condition or endorsement of this Policy, shall affect the right of any person to recover an amount under or by virtue of the Road Traffic Acts.

As set out in General Condition 9 our liability may be suspended if You are in breach of any of the General Conditions and we may not be obliged to pay a Claim while our liability is suspended.

You must inform Us, when questioned, of any relevant information or material facts that have changed since inception or renewal of Your Policy, that could affect either the premium (the cost of insurance) or Our decision to provide insurance.

Anyone who is covered to drive by the terms of the Certificate of Insurance must hold or have held a licence to drive that vehicle. They must meet the conditions and any limits of that licence, and must not have been disqualified from holding it.

1. Alcohol/Drugs Clause

Our liability will be restricted to provide only the minimum insurance cover as required by law, if as a result of any accident, injury, loss or damage, any person driving is convicted of any offence involving driving under the influence of alcohol or drugs, contrary to the laws of the country in which that person is convicted. If a prosecution is pending for any such offence, we may at Our option delay the payment of any claim until the prosecution has been fully determined.

2. Arbitration

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 to an arbitrator appointed jointly by You and Us in accordance with the Arbitration Act 2010 for final determination. 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 cannot refer the dispute to arbitration for final determination without Your agreement where the amount of the claim is less than €5,000.

As a consumer You are entitled to refer a complaint to the Financial Services and Pensions Ombudsman should You chose to do so.

3. Cancellation

This Policy may be cancelled:

- 1) by the Insured, but such instruction will only be effective from the date of receipt by the Insurer of the Certificate of Motor Insurance and Insurance Disc within seven (7) days. Please send these to
Assist Insurances, Unit 11 Westpoint Business Park, Whitemill Industrial Estate, Wexford, Y35 F8CY.
- 2) by the Insurer sending to the Insured ten (10) days' notice of cancellation in writing to the Insured by ordinary pre-paid post to the Insured's last known address.

A. Cancellation by You

(i) Within the Cooling-Off Period

You may cancel this Policy within fourteen (14) working days of the start date or renewal date, without penalty and without giving a reason, by returning Your Certificate of Insurance and the insurance disc to Us. We will refund the premium less a proportionate amount for the days You were insured by Us.

(ii) Outside the cooling-off period

If You have not made or incurred any claims during the current Period of Insurance, We will:

- keep any premium You paid in respect of Sections: Section 4: Windscreen and Glass Breakage, Section 5: Breakdown Assistance;
- calculate the proportionate part of the premium paid in respect of the unexpired term of the Policy, for the remaining Sections;
- an administration charge of up to €50 per vehicle may be deducted from any refund allowed;
- refund You the proportionate balance of the premium You have paid, less any administration charge, provided the balance is €10 or more after We charge an administration fee.

B. Cancellation by Us

We will:

- work out a proportionate part of the premium in respect of the unexpired term of the policy.
- refund the balance of the premium You have paid.
- Where the amount of any refund due to You is less than €10, You will have the choice of:
 - a) receiving the premium rebate; **or**
 - b) receiving a reduction from a renewal premium or other premium currently due under the Policy; **or**

c) us making a donation of the rebate amount to a registered charity on Your behalf.

Any cancellation by either the Insurer or the Insured shall be without prejudice to any rights or claims of the Insurer or the Insured arising prior to the expiration of such notice of cancellation.

The Insurer will in either event return to the Insured a proportionate part of the premium paid in respect of the unexpired term of the Policy subject to the following:

- i. No refund will be allowed if an incident giving rise to a claim occurred during the Period of Insurance.
- ii. No refund will be allowed if the premium for the Period of Insurance has not been paid to the Insurer.

4. Care of the Insured Vehicle

You must take all reasonable steps to prevent accident, injury, loss or damage. While unattended, the Insured Vehicle must not be left unlocked, or the keys to the ignition left with or in the Insured Vehicle or windows or sunroof left open. You must ensure the Insured Vehicle is kept in a roadworthy condition, which includes ensuring that the tread depth on Your Vehicle tyres are within the legal limits and if required that the Insured Vehicle has a current and valid National Car Test (NCT) certificate / Certificate of Roadworthiness (CRW) / Inspection Certificate. You must ensure the Insured Vehicle is properly compliant with all Road Traffic Act legislation at all times.

The Insured shall also allow the Insurer's authorised representative to inspect the Insured Vehicle at any time.

5. Changes to the Law

Any references to Road Traffic Acts or other Acts of the Oireachtas in the Policy include any Act that changes or replaces them. It also includes similar laws in England and Wales, Scotland, Northern Ireland, the Isle of Man, the Channel Islands and any other country to which this insurance applies.

6. Changes You Need to Tell Us About

The Insured must immediately inform the Insurer about any of the following changes which occur during the Policy period and which we consider to be a material change:

- convictions, prosecutions or any penalty points which apply to the Insured or any other insured driver of Your vehicle;
- change in a driver's health or address;
- change in the business description or goods carried;
- modifications or alterations to the Insured Vehicles including, but not limited to, air induction

kits and filters, lower suspension, change to the exhaust, engine maintenance computers or adding of body parts;

- change in use or in the main user of the Insured Vehicle; **or**
- any changes to:
 - the information provided in any Proposal Form or otherwise in response to specific questions asked by the Insurer; **and/or**
 - the information provided and recorded in any Statement of Fact issued to the Insured; **and/or**
 - the declarations made by or on behalf of the Insured; **and/or**
 - any additional information voluntarily provided.

When You notify the Insurer about a material change, or if the Insurer otherwise becomes aware of any such change, as referenced above, the Insurer may reassess the premium chargeable and Policy cover more generally.

The Insurer may refuse a claim made by the Insured and/or an Insured Person (as the case may be) where there has been a change in the subject matter of the Policy which results in a new risk which the insurer did not agree to cover and which was beyond the reasonable contemplation of the Insurer and the Insured when the Policy was entered into.

Failure to disclose any such change may result in difficulty obtaining insurance in the future.

7. Claims

- A. In the event of any accident, injury, loss or damage likely to give rise to a claim under this Policy the Insured must:
- Tell Us within 24 hours or as soon as possible about any event that could lead to a claim;
 - immediately send Us unanswered any letter, claim, civil bill, writ, summons, and any correspondence from Injuriesboard.ie that You may receive, and a completed accident report form if We ask for one;
 - tell Us within 24 hours or as soon as possible if any impending prosecution or inquest is to be held in connection with the incident;
 - give Us all the information and help We may need in order to deal with a claim including any information that You have that may change, one way or the other, the validity of any claim made;
 - NOT make any admission of liability, or agree or promise to pay any claim, without Our clear permission;
 - co-operate with anyone who acts on Our behalf; **and**
 - do whatever You (or any other Insured Person insured under this Policy) can to protect, or take precautions to minimise damage to, Your Vehicle and its' parts or accessories.

B. We may take any of the following actions:

- take-over, defend, or settle any claims in Your name or that of any other Insured Person covered by this Policy;
- We may take legal action in Your name or the name of any other Insured Person covered by this Policy to recover any payments We make but We will only take this action against a member of Your Family if it is lawful for Us to do so;
- recover all of the cost of a claim from You or the person responsible for it, if We have to pay a claim by law (including Our obligations under the Motor Insurers' Bureau of Ireland agreement) that We would otherwise not have to pay under this Policy;
- if any claims or other monies are paid to You by mistake for any reason You must repay the amount paid to Us;
- if We have agreed to refund any premium following cancellation, We can take any money You owe from any payment We make.

C. If at the time of a claim:

- You have another insurance Policy covering the same loss, damage or liability, We will only pay Our share of the claim.
- any other Insured Person also has another Policy covering the same loss, damage or liability, We will NOT pay any part of the claim

8. Construction Skills Certification Scheme (CSCS)

All machine operators must have completed a CSCS training assessment and received a certificate / card, commonly known as 'a ticket', in line with Schedule 5 of the Safety, Health & Welfare at Work (Construction) Regulations 2013.

9. Continuing Restrictive Conditions

In this Policy, any term that imposes a Continuing Restrictive Condition, including one that is intended to reduce the risk of a particular type of loss, or reduce the risk of loss occurring at a particular time or in a particular location, shall be treated as a suspensive condition. This means that if:

- a)** the Insured breaches any such term; **and**
- b)** during the period of breach, the Insured suffers a relevant loss; **and**
- c)** such breach increased, in the circumstances concerned, the risk of the loss suffered by the Insured;

the Insurer will have no liability for the loss.

Breach of this condition will only suspend the Insurer's liability for claims for the period of the breach. If the breach is remedied by the time the loss occurred then the Insurers will be obliged to cover the claim, where otherwise valid under the Policy.

10. Dashcam

Where You have told Us that You have a dashcam, the dashcam must:

- a) be installed in the Insured Vehicle for everyday use while driving.
- b) be purpose built - we do not accept mobile phones or sports action cameras used as dashcams.
- c) be positioned safely to avoid airbags and any interference with vehicles controls. Dashcams must not obstruct the driver's view and should never be programmed, adjusted or otherwise engaged with while driving.
- d) following an incident that has been reported to us, dashcam footage must be made available to Us upon Our request. Where dashcam footage has not been made available to Us, for whatever reason, We will impose an additional Excess of €1,000.

This additional Excess will apply in addition to any and all other Excesses applicable to the Policy.

You:

- a) must be willing to make video evidence available to us on request if the Insured Vehicle is involved in an accident or loss.
- b) are responsible for ensuring Your dashcam is properly installed, used and maintained in line with legal requirements and manufacturer guidelines and that it is working correctly over the course of Your insurance policy.

11. Declaration

Your Schedule will show what declaration basis is applicable to Your Policy. The declaration period will commence on the inception or renewal date of Your policy and cease on the expiry date of Your policy.

Periodic Declaration

A Periodic Declaration will be one of either of the following: (i) Annual Declaration, (ii) Quarterly Declaration, (iii) Monthly Declaration. A declaration form will be supplied, and You should use this to submit the declaration to Us. Changes should be noted in chronological order. The declaration form should include details of:

- All additional vehicles &/or trailers
- The removal of vehicles &/or trailers
- All temporary substitutions of vehicles

Both permanent and temporary changes must be noted. The date of the addition or removal must be included.

All declarations must be submitted to Assist Insurances Ltd, via Your insurance Intermediary, before the expiry date of the policy, otherwise the policy will be deemed to have lapsed from the renewal date.

The premium charged in respect of vehicles added or removed is calculated on a pro-rata basis of the full annual premium in respect of the vehicle category. Where a vehicle category is not currently insured per the Schedule of Vehicles lodged with Assist Insurances Ltd at inception or on the declaration submitted at renewal, We will charge a rate based on the book rates We have. Any additional premium or return premium will be applied to the policy at the expiry of the current period of insurance. However there will be no return premium due in respect of any vehicle which has been the subject of a claim during the period of insurance. You must pay Us any additional premium which may be due as a result of the declarations submitted to Assist Insurances Limited. Any return premium due to You shall not exceed 50% of the total annual premium for that period of insurance.

All vehicles and trailers registered in Your name, or used by You, must be included on the declaration submitted to Assist Insurances Limited. Failure to declare this information at the required time may result in any claims involving these vehicles or trailers being declined as You are in breach of this policy condition.

In the event of a claim involving a vehicle or trailer that You have failed to inform Us about on Your declaration submission, and that was added prior to the declaration being submitted, We reserve the right to decline the claim. You may be held responsible for any accident, loss, damage or liability arising as a result of any accident caused by or in connection with such vehicle or trailer.

You must notify Us of any vehicle or trailer with a value over €150,000 prior to the request for cover.

Cover will only be in force if it is agreed in writing by Us.

A. Annual Declaration

Your Schedule will show what declaration basis is applicable to Your Policy. The declaration must be submitted to Assist Insurances Ltd before the expiry date of the Policy.

B. Quarterly Declaration

Your Schedule will show what declaration basis is applicable to Your Policy. The declaration must be submitted to Assist Insurances Ltd at the end of each quarter during the policy period. The final Quarterly Declaration must be submitted to Assist Insurances Ltd prior to the expiry of the policy.

C. Monthly Declaration

Your Schedule will show what declaration basis is applicable to Your Policy. The declaration must be submitted to Assist Insurances Ltd at the end of each of month during the policy period. The final Monthly Declaration must be submitted to Assist Insurances Ltd prior to the expiry of the policy.

Immediate Declaration

Your Schedule will show what declaration basis is applicable to Your Policy. You must tell Assist Insurances Limited immediately of all vehicles and trailers being added or removed.

12. Driving Licence Conditions

Any person whose driving is covered by the terms of the Certificate of Insurance 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. No cover will apply under this Policy for any driver who is not meeting the conditions of his/her driving licence/learner permit. This includes conditions in relation to the class of vehicle being driven or any other restriction or condition that may apply. Any learner permit holder whose driving is covered by the terms of the Certificate of Insurance must specifically comply with the requirement to be accompanied at all times by a full driving licence holder while the learner permit holder is driving. The learner permit holder must comply with all restrictions, conditions and limits of their learner permit as prescribed by the Road Traffic Act Legislation and any other regulations which apply to such learner permit holders while driving.

From 1 April 2025, under the Road Traffic and Roads Act 2023, You must provide the driver number to us where there is a Driver named on a vehicle insured under the Policy. Your driver number can be found in Section 4d on Your Irish driving licence or learner permit. It is a condition of this insurance policy that the driver number is provided to us immediately when the policy is inception or when a driver is added as per the Road Traffic Acts.

13. Duty of Disclosure

Throughout the lifetime of this contract, You are under a duty to answer all the questions that have been asked, honestly and with reasonable care and attention. These questions are material in determining if we can accept this risk, what terms are applied and what premium is charged.

If You do not answer these questions honestly and with reasonable care and attention, we may use the remedies available to us under the Consumer Insurance Contracts Act 2019 (and any subsequent amending legislation) including the remedy to cancel the contract, reject a claim or to limit the amount we pay in the event of a claim.

The questions and responses recorded in Your Proposal Form or Statement of Fact, Renewal Applications and all other communications with us influence our acceptance of Your insurance, Your premium and the terms and conditions we apply. If there is ever any change in this information, or You are in any doubt about our questions and Your responses, You must tell us.

14. Duty to Comply with Policy Conditions

- a) The Insured must comply with the terms, limitations, Exclusions, Conditions and Endorsements of this Policy so far as they relate to anything to be done or complied with by the Insured, to include the Insured cooperating with the Insurer in the investigation of insured Events, including by responding to reasonable requests for information in an honest and reasonably careful manner.
- b) Other than where expressly provided in this Policy, compliance by the Insured with the terms, limitations, Exclusions, Conditions and Endorsements of this Policy shall be a condition precedent to any liability of the Insurer to make any payment under the Policy.

- c) Breach of any notification-related term or Condition will entitle the Insurer to refuse payment of a claim where the Insurer was prejudiced by the breach of the notification-related term or Condition in question.

15. Fraud

If a claim contains information that is false or misleading in any material respect and You or an Insured Person (as the case may be) either knows that it is false or misleading or consciously disregards whether it is false or misleading, or a claim is otherwise fraudulent in any respect, (“Fraudulent Claim”) the Insurer shall be entitled to:

- a) refuse to pay the claim; and
- b) terminate the Policy by written notice in which case cover under the Policy shall be treated as having terminated with effect from the date on which the Fraudulent Claim was submitted.

In such circumstances of termination, the Insurer shall refuse all liability to You and/or an Insured Person (as the case may be) under the Policy in respect of any claim made after the date of submission of the Fraudulent Claim (but not in respect of any claim(s) made before submission of the Fraudulent Claim) and the Insurer need not return any of the premiums paid under the Policy.

16. Judgements in Foreign Courts

We will not be liable for any proceedings or judgements made in any court outside the Republic of Ireland unless successful judgements are obtained in the court of a foreign country to which we have agreed to extend cover.

17. Laws Relating to Compulsory Motor Insurance

If, under the provisions of Section 76 of the Road Traffic Act 1961 (as amended), or the equivalent law of any other country (if any) in which You are covered by this Policy, the Insurer is required by law to pay a claim which it would not otherwise be obliged to pay under the terms of this Policy (for example where we would otherwise be entitled to refuse all liability in the event of a Fraudulent Claim or a breach of the Policy terms by You), the Insurer shall pay such claim but shall be entitled to recover from the Insured or the Insured Person (as the case may be) all sums paid by the Insurer.

18. Limits of Indemnity

Where we have to make a payment to more than one Insured Person in the event of an accident, the maximum amount we will pay will be the limit noted under the Policy or under any applicable endorsement regardless of the number of people insured. Your liability will be prioritised ahead of any other Insured Person.

19. Medical Expenses

We will reimburse You the cost of medical treatment up to €150 for each person injured if the insured Vehicle is involved in an accident provided there is no cover in force under another insurance policy.

20. National Fleet Database

You are legally obliged to ensure that the National Fleet Database is updated immediately of any changes, additions or deletions of vehicles.

21. Open Driving

Your Schedule and/or Certificate will show whether You have this cover

Where this Policy includes Open Driving cover, cover is provided for drivers aged 23 to 75 (for Special Type Vehicles is drivers aged 17 to 75) driving with Your permission. Provided that person holds or has held a full Irish licence, full UK Licence or full EU Licence, to drive the Insured vehicle (provided the licence holder is resident in the Republic Ireland no less than 12 months). The driver must be medically fit to drive and driving licence must be clean and have had no disqualifications or convictions arising from motoring offences within the past five years.

Other Insurances

If at the time any claim arises under this Policy, there is any other insurance covering the same loss, damage or liability, we will only pay our share of any loss, damage, cost or expense.

If at the time of the claim the person driving the Insured Vehicle has cover under another Policy for the same loss or damage or liability, then no cover shall apply under Section 1- Liability to Third Parties of this Policy.

This condition will not apply to any personal accident or driver accident cover which may be covered by this Policy.

22. Payment

Any money paid under this Policy will be paid in Euro in the Republic of Ireland.

23. Payment Default

Where You have entered into a premium payment instalment arrangement via a Premium Finance Provider, any default in payment on the due date may result in the Policy cover being terminated.

24. Remedies for Misrepresentation

- 1) In this Condition, the term “negligent misrepresentation” means a representation made without reasonable care but which was not fraudulent. Where a claim is made under the

Policy but an answer which was provided, or information which was volunteered, by or on behalf of an Insured Person involves a negligent misrepresentation, the remedy available to the Insurer shall reflect what the Insurer would have done had it been aware of the full facts and shall be based on a compensatory and proportionate test, as:

- (i) if the Insurer would not have entered into the Policy on any terms, the Insurer may avoid the Policy from inception or renewal (as the case may be) and refuse all claims, but shall return the premium paid;
 - (ii) if the Insurer would have entered into the Policy, but on different terms, the Policy is to be treated as if it had been entered into on those different terms if the Insurer so requires;
 - (iii) if the Insurer would have entered into the Policy, but would have charged a higher premium, the Insurer may reduce proportionately the amount to be paid on the relevant claim.
- 2) Where an answer which was provided, or information which was volunteered, involves a negligent misrepresentation which is identified at a time prior to there being any claim under the Policy, the Insurer may either:
- (i) give notice to the Insured that in the event of a claim it will exercise the remedies in paragraphs 1(i)-(iii) above as appropriate; **and/or**
 - (ii) terminate the Policy by giving reasonable notice.
- 3) Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by the Insured involves a fraudulent misrepresentation, or where any conduct by the Insured (relative to the Policy or the steps leading to its formation) involves fraud of any other kind, the Insurer shall be entitled to avoid the Policy from the date of commencement or renewal date (as the case may be) without return of premium.

25. Right of Recovery

If we make a payment due to our obligations under the Road Traffic Act Legislation or any law, on a claim which the Policy does not cover (for example where we would otherwise be entitled to refuse all liability in the event of a Fraudulent Claim or a breach of the Policy terms by You), we have the right to get the payment back from You.

26. Subrogation

This clause applies where the Insurer has the right to be subrogated to the Insured Person's rights against some other person, but the Insured Person has not exercised those rights and might reasonably be expected not to exercise those rights because:

- a) the Insured Person and the other person are members of the same family (to be construed in accordance with the Employment Equality Act 1998), or are cohabitants (to be construed in accordance with the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010); **or**
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- b) the Insured Person expressly or impliedly consented to the use, by the other person, of a motor vehicle insured under this Policy.

Where in the above circumstances the other person is not insured in respect of their liability to the Insured Person, the Insurer does not have the right to be subrogated to the Insured Person's rights against that other person.

Where the other person is so insured, the Insurer may not recover from the other person an amount greater than the amount that that person may recover under their insurance Policy.

This clause does not apply where the conduct of the other person that gave rise to the loss involved serious or wilful misconduct.

If the Insured Person is an employer, the Insurer will not exercise its right of subrogation against an employee except where the loss was caused by an employee intentionally or recklessly and with knowledge that the loss would probably result.

27. Suspension of cover

You may request a suspension of Section 1 - Liability to Others (Third Parties) of Your Policy, if You return Your Certificate(s) of Motor Insurance and Insurance Disc(s) to Us.

We will refund You some of Your premium, based on the time Your Vehicle is suspended, provided that;

- Cover is suspended for at least 30 consecutive days; **and**
- There has been no claim made or incurred by You during the current Period of Insurance.

The amount We refund may not be proportional to the period of suspension. Assist Insurances Limited may also deduct and retain an administration fee of up to €25. We will only make such refund provided the premium amount is €10 or more, after the We charge an administration fee. However, You must still pay the yearly premium. If You are paying by instalments, You must keep up Your payments during the period of Suspension. At the expiry or renewal date of the Policy, the suspension will automatically be ceased and a request for suspension must be sent to us again following renewal of the Policy.

28. Tracking Device

Where You have insured a Private Car and the current Market Value of the Insured Vehicle or the amount shown in the Policy Schedule, whichever is the lesser, is over €70,000 such Private Car(s) must be fitted with an operational Tracking Device.

29. Transaction premiums and fees

If a change to Your Policy results in You owing Us an additional premium, We will charge You a minimum of €15. If a change to Your Policy results in Us owing You a refund of Your premium (or a proportion of it), We will only make such a refund if the amount due is €10 or more.

Assist Insurances Limited may charge and retain a fee of up to 10% of the premium for any

transaction under this policy, or up to €50 per vehicle for a cancellation transaction under Condition 3 A (ii) Cancellation.

30. Vehicle Modifications

Where the Insured Vehicle has any modifications which have been accepted by us, these modifications must be:

- a)** carried out in line with the manufacturers specifications;
- b)** carried out by a qualified engineer/mechanic;
- c)** where modified for passenger wheelchair(s) be modified by an approved installer;

And the Insured vehicle must be certified and in a road worthy condition following the completion of any accepted modifications.

31. Vehicles Registered Outside of the Republic of Ireland

If We agree to cover a Vehicle that is registered outside the Republic of Ireland, it is on the basis that You will re-register it here. We are obliged to notify the Revenue Commissioners about any vehicle We insure that is not registered in the Republic of Ireland. We cannot insure Your non-Irish registered Vehicle while You are using it in the country where it is registered.



General Exclusions

Except where it is necessary to meet the requirements of Road Traffic legislation Your Policy does not cover You for:

1. Airside

Any Accident, loss, damage, cost, expense, liability or injury, including consequential loss caused while the Insured Vehicle is in or on any aerodrome, airport, airfield, military base or similar establishment. This includes the area for the take-off and landing of aircraft or the movement of aircraft on the surface, aircraft parking aprons including associated service roads and ground equipment parking areas and those parts of passenger terminals of an international airport which come within the customs examination area.

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

2. Alcohol/Drug Use

Any accident, injury, loss, damage or liability which occurs where any person driving an Insured Vehicle under this policy or any person using but not driving Vehicle insured under this policy:

- i. Has at the time of the accident giving rise to the claim a breath, blood or urine alcohol/drug level above the legal limit shown in the Road Traffic Act legislation, and any further regulations; **or**
- ii. is convicted of or has a prosecution pending for an offence under the Road Traffic Act legislation involving alcohol or drugs arising from the accident or the occasion giving rise to the claim.

3. Channel Tunnel

Any loss of, damage to, or loss of use of the channel tunnel known as Eurotunnel and any loss or losses consequent thereon. For the purposes of this exception, the words “channel tunnel” shall mean the fabric of the structure including contents therein, situated between the entrances and exits.

4. Consequential Loss

Loss or damage to any property or any indirect loss or expense (consequential loss).

5. Contractual Liability

Any liability accepted under a contract which would not have existed in the absence of the contract.

6. Cyber Risks

Any loss, damage, cost, expense, liability or injury described in below:

- a)** the loss of or damage to or a change in or
- b)** a reduction in the ability to work, availability or operation of
 - 1) a computer system
 - 2) hardware
 - 3) program
 - 4) software
 - 5) data
 - 6) information repository
 - 7) microchip
 - 8) integrated circuit or similar device in computer equipment or non-computer equipment that results from the malicious or negligent transfer, electronic or otherwise, of a computer program that contains a malicious or damaging code.
Malicious or damaging code can include but is not limited to:
 - i) computer virus
 - (ii) logic bomb **or**
 - (iii) Trojan Horse
- c)** Loss or damage to any computer or electronically controlled equipment caused by its failing to recognise any date as the true calendar date.

7. Drivers

Any accident, injury, loss, damage, or legal liability which is caused

- a)** if any Insured Vehicle is being driven or used other than as allowed under the terms of the Certificate of Motor Insurance;
- b)** if any vehicle is being driven by a person we have not agreed to cover;
- c)** if any Insured Vehicle is being driven by or is for the purpose of being driven is in the charge of any person other than a person permitted to drive under the Policy;
- d)** if any Insured Vehicle is being driven by or is for the purpose of being driven in the charge of any person who does not hold the appropriate driving licence or who is prevented by law from holding the appropriate licence or who is disqualified from driving;
- e)** if any Insured Vehicle is being driven by or is for the purpose of being driven in the charge of person who does not meet the conditions of their licence/learner permit. This includes conditions relating to the class of vehicle being driven, the requirement to be accompanied by a qualified driver when driving under a learner permit or any other restriction or condition that may apply.

8. Earthquake

Any accident, injury, loss, or damage arising during or as a result of an earthquake.

9. Government Authority

Any government, public or local authority legally taking or destroying Your property.

10. Injury, Damage or Loss in the Course of Employment

Any claim by any person for injury to them or damage or loss to their property arising out of and in the course of their employment.

11. Parts

The cost of importing parts or accessories for the vehicle from outside of the European Union. For all non-European or imported vehicles we will only pay the cost of parts available for a similar standard European model readily available in the Republic of Ireland market.

12. Radioactive Contamination

Any loss, damage, cost, expense, liability or injury directly or indirectly caused by, contributed to 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 or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- c. any weapon or tool using atomic or nuclear fission and/or fusion or other similar reaction or radioactive force or material;
- d. any radioactive, toxic, explosive or other dangerous or contaminating properties of any radioactive material.

13. Riot or Civil Commotion

Any accident, injury, loss, damage or legal liability caused directly or indirectly by war, riot, revolution, or any similar event other than where we must provide cover under the relevant Road Traffic Act legislation.

14. Solidification

Loss or Damage to the vehicle due to solidification of the contents carried.

15. Sonic Bangs

Loss or damage directly or indirectly caused by pressure waves as a result of aircraft and other flying objects travelling at or above the speed of sound.

16. Terrorism

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

- a. an act of terrorism, regardless of any other cause or event contributing to a loss, including any action taken to control, prevent or suppress or in any way relating to an act of terrorism.

We define an act of terrorism as an act or threat of force or violence by any person or group, whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological, ethnic or similar purpose to influence any government or to place the public, or any section of the public, in fear.

- b. biological or chemical contamination, missiles, bombs, grenades or explosives due to any act of terrorism.

We define contamination as contamination, poisoning or preventing or limiting the use of objects due to the effects of chemical or biological materials.

If we allege that, by reason of this general exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be on You. In the event that any part of this general exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

17. Towing for Payment

Any accident, injury, loss or damage where the Insured Vehicle is towing a caravan, trailer or other vehicle for payment, other than where we have accepted the risk of Hire or reward for trailers.

18. Use

Any accident, injury, loss, damage or liability which happens if the Insured Vehicle is at the time of the accident:

- being driven or used other than as allowed under the terms of the Certificate of Insurance
- being used for:
 - i) Racing, pace making, speed testing, competitions, rallies or trials;
 - ii) Carrying Passengers for hire or reward
- being used or driven to the knowledge of You the Policyholder in an unsafe and/or unroadworthy condition.

19. Vermin

Loss or damage to an insured vehicle caused by vermin, such as animals or insects that are destructive in their natural behaviour, or considered pests or nuisances, including (but not limited to) rodents, weasels, squirrels, flies, and cockroaches.

20. War

Any loss, damage, cost expense, liability or injury caused as a consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

21. Wrongful Delivery

The cost of loss or damage or liability arising from the wrongful delivery of any load or part thereof or any defect in the load of part thereof.

Section 1: Liability to Third Parties

What is covered under this Section

Your Schedule shows which covers, described below, apply to Your Policy.

1A Driving Your Vehicle

We will pay any money that You are liable to pay or that any person who We have agreed to insure is liable to pay, including legal costs and expenses, in the event of:

- death of Bodily Injury to other people as a result of an accident involving the use of Your Vehicle, **or**
- damage to property belonging to other people as a result of an accident involving the use of Your Vehicle. The maximum amount We will pay in respect of the damage to property, including related legal costs and expenses
 - (i) Private cars: €30,000,000
 - (ii) Commercial Vehicles and Special Types: €6,500,000

1B Compulsory Insurance in the European Union and Other Countries

We will extend the insurance under this section to give the minimum Section 1 - Liability to Third Parties cover required by law relating to compulsory insurance for vehicles in any country which:

- is a member of the European Union (EU); **or**
- has, according to the Commission of the European Union, made arrangements 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).

A list of member countries of the Green Card system is available at the website of the Motor Insurers' Bureau of Ireland (www.MIBI.ie). The list changes from time to time. Neither Assist Insurances Limited nor the Underwriters providing cover under this Policy have any control over the content of this website.

If You want to extend this cover to Your full policy cover (Section 1 and Section 2), or if You want to travel to any other country, You must request cover from Us and pay any additional premium applied to You Policy.

1C Trailer Cover

We will cover any Insured Person under the terms of this Section while they are towing a Trailer, if the driver's licence permits it. The Trailer must be used in accordance with the vehicle and trailer manufacturers' specifications and instructions.

We will also cover You alone, under the terms of this Section, for any detached trailer You own or that is in Your care, if Your driving licence allows You to tow it.

1D Use by a Member of the Motor Trade

If Your Vehicle is being used by a member of the motor trade because it needs overhaul, upkeep, or a repair, this Policy covers You alone under the terms of this Section and does not cover the person in the motor trade who is using it.

1E Loading and Unloading

We will cover any Insured Person while Your Vehicle is being loaded or unloaded under the terms of this Section. Loading starts when the load is lifted clear of the ground or clear of equipment used to move the load (such as a pallet truck or trolley) in order to place the load in or on Your Vehicle. Unloading is finished when the load is taken from Your Vehicle and is resting on the ground or resting on the equipment used to move it, or is moving away from Your Vehicle.

1F Indemnity to Principal

We will cover a principal (a person or business that becomes liable for the negligent act of an Insured Person) under the terms of this Section if they do not have insurance under any other Policy covering that liability or a part of it, and if they keep to this Policy's terms and conditions as far as possible.

1G Application of Policy Limits

If more than one Insured Person is entitled to cover under this Policy for the same incident, claims against You will be paid as a priority, up to the limit payable. Claims against other Insured Persons will then be paid until the limit payable is reached in respect of all claims, including Yours.

1H Legal Costs

We may pay the following legal costs if they relate to an incident which is covered under this section:

1. The fees of solicitors asked to represent anyone We insure at a 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 which are run up in defending any claim for bodily injury or damage to property arising as the result of an accident caused by or connected to Your Vehicle and for which the Insured Person may be legally liable.

We will not be liable for any expenses You incur without our prior approval. You must have our written permission before we will make any payment.

11 Unauthorised Movement of Third Party Vehicles

We will cover an Insured Person while they are moving any vehicle which is:

- (i) Blocking access to the policyholder's premises; or
- (ii) Blocking free movement of any vehicle owned, hired or lent to the policyholder.

The person driving must hold a valid licence to drive the vehicle, or having held such a licence, is not disqualified from holding such licence.

What is NOT covered under this Section

We will NOT pay for:

1. any liability, loss, damage, or expense caused by any driver that is disqualified from driving, has never held a driving licence, or is prevented by law from holding one;
2. any liability, loss, damage, or expense caused by any driver who has failed to disclose penalty points or motoring convictions to Us;
3. any liability, loss, damage, or expense caused by any driver that does not meet the conditions of their driving licence, including (but not limited to) the requirement to be accompanied by another fully licensed driver;
4. the liability of anyone who is insured under another Policy;
5. any loss of or damage to property that belongs to (or is with) an Insured Person who is driving Your Vehicle covered by this Section;
6. damage to Your Vehicle;
7. any liability, loss, damage, or expense, if anyone claiming cover under this Section does not keep to its conditions;
8. any liability, loss, damage, or expense caused by any person in the motor trade driving Your Vehicle while it is being repaired or serviced.
9. death of or injury to anyone driving (or in charge of) a vehicle covered by this Section.
10. loss or damage to any weighbridge, viaduct, road, or other surface or anything under the surface over which the Your Vehicle is driven, caused by the weight or vibration of Your Vehicle or its load;
11. loss, damage, or legal liability caused by pollution or contamination that is a result of a load seeping or spilling from, or shifting in, Your Vehicle;
12. any liability, loss, damage, or expense resulting from using the Your Vehicle or any machinery attached to it as a Tool of Trade;

13. any liability, loss, damage, or expense caused while the Your Vehicle or any Trailer whether attached or not is being used to cook, prepare, sell, or serve any food or drink;
14. any liability, loss, damage, or expense caused while the Your Vehicle or any Trailer whether attached or not is being used as a mobile shop; or
15. any liability that arises because an Insured Person deliberately causes death, injury or damage.
16. loss or damage or liability arising from the wrongful delivery of any load or part thereof or any defect in the load of part thereof.
17. any liability for fines, penalties, punitive or exemplary damages
18. any liability, loss, damage, or expense resulting from the carriage of hazardous goods, unless we have agreed to cover in writing

Section 2: Loss of or damage to Your Vehicle

If You have chosen Comprehensive insurance, the cover under this Section includes loss or damage caused by fire, theft, attempted theft, and by malicious or accidental means.

If You have chosen Third Party Fire and Theft insurance, the cover under this Section includes loss or damage caused by fire, theft, or attempted theft.

Your Schedule shows which covers, described below, apply to Your Policy.

What is covered under this Section

2A Loss of or damage to Your Vehicle

We will pay for loss of or damage to Your Vehicle, or any part of it or its accessories and spare parts, while it is in any of the territories covered by this Policy, or while being transported by sea (including loading and unloading) between any ports in those territories.

2B Trailers

Your Schedule shows whether You have this cover.

If You have this cover, We will pay to repair or replace a Trailer that You own and that You have given Us details of, provided that:

1. You pay any Excess that applies to Your Policy;
2. the Trailer is in Your custody, care and control;
3. the Trailer is fitted with an operational anti-theft device;
4. the Trailer is not a caravan, mobile home, trailer-tent, boat-trailer, concession Trailer, or any Trailer that is fitted with machinery or other equipment;
5. the Trailer is not a disabled Vehicle
6. You or any other Insured Person is not using the Trailer as a Tool of Trade
7. If it is attached to a towing Vehicle;
 - (i) that Vehicle is also Insured by this Policy, **and**
 - (ii) the number of Trailers being towed does not exceed the number allowed by law;
8. the Trailer was built by a professional Trailer manufacturer;

We will not pay for any property carried in (or on) the Trailer. The most We will pay to repair or replace Your Trailer is the market value of the Trailer as noted Your Policy Schedule.

2C Compulsory insurance in the European Union and other countries

This Policy provides the minimum insurance cover required by law in any country that is a member of the Green Card system. These are countries that are either:

- (i) a member of the European Union (EU), **or**
- (ii) party to an agreement with the EU, to comply with Article 7(2) of the EC Directive on insurance of civil liabilities arising from the use of motor vehicles (number 72/166/EEC).

There is a list of member countries of the Green Card system at the website of the Motor Insurers' Bureau of Ireland (www.MIBI.ie). The list changes from time to time. Neither Assist Insurances Limited nor the Underwriters providing cover under this Policy have any control over the content of this website. If You want to extend this cover to Your full policy cover (Section 1 and Section 2), or if You want to travel to any other country, You must request cover from Us and pay any additional premium applied to Your Policy.

2D Towing and storage charges

If You ask Us first, We will pay the reasonable cost of protecting Your Vehicle by arranging to take it to the nearest Approved Repairer, or another safe place, if You cannot drive it after an accident or attempted theft. We will not pay the cost of transporting Your Vehicle anywhere outside Ireland, unless We have agreed to do so before such costs are incurred. We may arrange a safe place to keep Your Vehicle for up to 4 days while it is waiting to be repaired or otherwise dealt with.

2F Replacement of Locks

Applicable to Private Cars only.

If the Vehicle keys or lock transmitter of the Insured Vehicle are lost or stolen, We will pay the cost of replacing:

- (i) the door and/or boot locks; **or**
- (ii) the ignition and/or steering lock; **or**
- (iii) the lock transmitter;

provided that the loss or theft is reported to An Garda Síochána. The most We will pay under this Extension is €250.

2G Young or Inexperienced Drivers

If the Insured Vehicle is being driven by or is for the purposes of driving in the care, custody or control of any driver who is less than 21 years of age or with less than 12 months' continuous driving experience under a full licence applicable to the Insured Vehicle, We will impose an additional excess of €2,500.

The additional Excess will apply in addition to any other Excess applicable to the Policy.

2H Accumulation

We will not pay any sums in excess of €2,000,000 (two million euro) in respect of any one loss or series of losses arising from one Event.

However, any accumulation claims are subject to the following:

- (i) a maximum of four vehicles should be parked together in a block/row,

and/or

- (ii) a minimum of five meters parking intervals is in place between blocks/rows of parked vehicles.

2I Personal Accident

We will pay You or Your legal representative €5,000 if You are accidentally injured whilst travelling in or getting into or out of Your vehicle and within three months following the accident which causes this:

- death;
- permanent loss of sight in one or both eyes; **or**
- loss of one or more limbs

The most we will any one period of insurance is €5,000.

We will not pay this benefit for:

- any injury or death resulting from suicide or attempted suicide; or
- anyone who is convicted for driving under the influence of drink or drugs at the time of the accident

What is NOT covered under this Section We will NOT pay:

1. the policy Excess as stated in the Policy document or Schedule;
2. for loss in value, depreciation, wear and tear, mechanical, electrical or electronic breakdown;
3. for damage to tyres by braking, punctures, cuts or bursts;
4. for loss of use or other indirect loss such as travel costs or loss of earnings;
5. more than the lower of:
 - (i) the current market value of the vehicle at the time of the loss or damage, or
 - (ii) the most recent valuation of Your Vehicle that You gave Us as shown in Your Schedule
6. more than the lower of either:
 - (i) €650, **or**
 - (ii) 5% of the most recent valuation of Your Vehicle as shown in Your Schedule,

for loss or damage to any audio or audio-visual system, equipment, or component that is not part of the standard specification for Your Vehicle or did not come with Your Vehicle when new;

7. for any costs in replacing signage to Your Vehicle following a loss or accident;
8. loss of or damage to contents being carried in or on the vehicle;
9. loss of or damage to Your Vehicle if it does not have a valid NCT (National Car Test), CRW (Certificate of Roadworthiness) or Inspection Certificate at the time of loss;
10. Loss of or damage to the Vehicle due to solidification of the contents carried;
11. for loss of or damage to any modifications unless they form part of the manufacturers' standard specification or are optional extras that We have agreed to cover;
12. for any more than Our share for loss or damage if, at the time of a claim, there is any other Policy covering the loss or damage;
13. VAT (Value Added Tax) if You are VAT registered;
14. for loss or damage caused while an Insured Person is illegally driving under the influence of alcohol or drugs, whether they have been prosecuted or not;
15. for any reduction in the vehicle's value because it has been repaired;
16. for the cost of hiring another vehicle;
17. for loss or damage caused by:
 - (i) theft or attempted theft of Your Vehicle by a member of Your Family, an employee, or ex-employee of the owner, or work colleague, unless You notify Gardai or local police of the theft (or attempted theft) and can prove that You have done so;
 - (ii) Any other means by a member of Your Family, if the family member causing the damage has insurance that cover their liability to You for the loss or damage.
18. for loss of or damage to Your Vehicle's navigation system or other computer or electronically controlled equipment caused by it failing to recognise any date as the true calendar date;
19. for loss of or damage caused by theft or attempted theft if the keys (or keyless entry system) are left unsecured or left in or on Your Vehicle while it is unattended;
20. for loss or damage arising from using Your Vehicle in a rally, competition, trial on any race track, circuit or other prepared courses;
21. for loss or damage as a result of using the wrong type of fuel, or of using substandard, contaminated, or insufficient fuel, lubricant, or other parts;
22. for the costs of importing parts or accessories from outside the European Union;
23. for the extra cost of parts or accessories above the price of similar parts and accessories received from the manufacturer's European representatives;
24. for loss of or damage to caravans, mobile homes, trailer tents, boat trailers, and any other trailer which includes fitted machinery or other equipment;

25. any loss, damage or expense caused by any driver that has been disqualified from driving or has failed to disclose penalty points or motoring convictions;
26. any loss, damage or expense caused by a provisional licence or learner permit holder that does not meet the conditions of his/her licence;
27. More than €70,000 for loss or damage to a Private Car, caused by theft or attempted theft unless Your Vehicle is fitted with an operational tracking device;
28. For any loss or damage if You do not immediately report the theft of Your Vehicle to the Gardai or local police, and to the monitoring service if Your Vehicle is fitted with any monitoring security device including a Tracking Device;
29. for loss or damage costing more than €150,000, unless We have agreed to provide cover for a higher amount;
30. for loss caused by deception by a supposed purchaser and / or their agent(s);
31. for additional loss or damage caused by moving or recovering Your Vehicle an after it was damaged; **or**
32. for loss or damage resulting from using Your Vehicle, or machinery attached to it, as a Tool of Trade;
33. for any claims for loss by theft if the keys or lock/ignition operating devices for Your Vehicle are stolen from a property or another vehicle, unless there is forcible entry to the property or other vehicle by the person taking the keys.

Excesses

For any claim under this Section, the Excess will be:

- (i) the amount shown in Your Schedule as the standard Excess **PLUS**
- (ii) an additional Excess if Your Vehicle is fitted with a tipping mechanism that is activated at the time of the loss or damage. In this instance the standard Excess shown in Your Schedule will be applied twice **PLUS**
- (iii) any amount of additional Excess shown in Your Schedule **PLUS**
- (iv) the amount of additional Excess for Young or Inexperienced Drivers as shown in Section 2G of this document.

How We deal with and pay claims under this Section

Repairing or Replacing Your Vehicle

- A. Unless We are treating Your Vehicle as a total loss (a write off) We can choose to:
 - (i) pay You an amount to repair it;
 - (ii) pay a repairer to repair it;
 - (iii) pay an amount to the owner, if that is not You, or to the owner described in a hire purchase or contract-hire agreement; **or**

(iv) replace Your Vehicle, or any part or accessory from it

B. The most We will pay is the lesser amount of either:

- (i) the Market Value of Your Vehicle, less the Excess, less the value of any remains of Your Vehicle; and any amount of Value Added Tax that is recoverable by You or the owner of Your Vehicle; or
- (ii) The amount which You insured Your Vehicle for, less the Excess, less the value of any remains of it; and any amount of Value Added Tax that is recoverable by You or the owner of Your Vehicle; **or**
- (iii) The cost of repairing Your Vehicle, less the Excess and any amount of Value Added Tax that is recoverable by You or the owner of Your Vehicle.

If a damaged part or accessory is no longer available, We will pay the cost shown in the manufacturer's last price list, and the reasonable cost of fitting, subject to the Excess deductions above.

Writing-Off Your Vehicle

If a damaged part or accessory is no longer available, We will pay the cost shown in the manufacturer's last price list, and the reasonable cost of fitting, subject to the deductions above.

A. If We are treating Your Vehicle as a total loss (writing-off Your Vehicle), We can choose to:

- (i) Give You an amount to replace Your Vehicle; **or**
- (ii) Pay an amount to the owner, if that is not You, or the owner described in the hire purchase or contract-hire agreement; **or**
- (iii) Replace Your Vehicle.

B. The most We will pay if We are writing-off Your Vehicle is the lesser of either:

- (i) the Market Value of Your Vehicle, less the Excess, less the value of any remains of Your Vehicle; and any amount of Value Added Tax that is recoverable by You or the owner of Your Vehicle; **or**
- (ii) the amount which You insured Your Vehicle for, less the Excess, less the value of any remains of it; and any amount of Value Added Tax that is recoverable by You or the owner of Your Vehicle.

C. Before We pay Your claim, You must send us:

- (i) Your Certificate of Motor Insurance;
- (ii) Your Insurance Disc;
- (iii) the Vehicle Registration Document;
- (iv) any relevant Certificate of Roadworthiness, such as a National Car Test certificate (NCT) or commercial Certificate of Roadworthiness (CRW), if Your Vehicle is required to have one by law;

(v) Your Vehicle's keys; **and**

(vi) any documents We ask for

The remains of Your Vehicle will still be Your property, unless We choose to keep them. We do not have to choose this option. The value, if any, of the remains of Your Vehicle will be deducted from the amount We are due to pay You.

Settling Claims for Theft

We will treat Your Vehicle as stolen if it has not been found 28 days after You report the theft to Us. It must be still missing when We pay Your claim. You must report the theft to the Gardai or local police as soon as it is discovered, and provide Us with Your Vehicle's keys and all the documentation We ask for when You make Your claim. If Your Vehicle is stolen and You later get it back, or discover where it is, You must tell Us immediately. If Your Vehicle is fitted with a Tracking Device with a monitoring service, You must also inform that monitoring service immediately.

If Your Vehicle has not been found after 28 days, We will treat it as a total loss (a write-off).

Section 3: 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 Vehicle (in circumstances which have given rise to a valid claim under Your Policy), **and**;
- remove the driver or passengers from the Insured Vehicle using cutting equipment.

The most we will pay is €2,000.

We will not apply a Policy Excess if You Claim under this Section.

Section 4: Windscreen and Glass Breakage

Your Schedule shows whether You have this cover.

We operate an Approved Windscreen Supplier through Autoglass Ireland Holdings Limited (Autoglass). If You want to make a claim under this Section, You **MUST** use Autoglass to repair or replace Your windscreen or window glass.

All claims must be verified before any repair or replacement work is undertaken.

If You wish to make a claim, please telephone Autoglass:

Republic of Ireland: (0)1 460 6916

Outside Republic of Ireland: + 353 (0)1 460 6916

Territorial Limits

This section provides cover while Insured Vehicle is in the island of Ireland and the UK (United Kingdom).

What is covered under this Section

1. Repair or replacement of a chipped, cracked, or broken windscreen or window glass in Your vehicle, up to the maximum value of €500 per claim provided that You use our approved windscreen supplier Autoglass.
2. The related recalibration of Your ADAS, where required after windscreen replacement, provided that You have used our approved windscreen supplier Autoglass, up to a maximum of €500.

What is NOT covered under this Section

We will NOT pay:

1. Costs exceeding €500 for windscreen / window breakage per claim for the period of Insurance.
2. Costs exceeding €500 for calibration per claim for the period of insurance.
3. Costs exceeding €500 for combination of windscreen / window breakage and calibration per claim for the period of insurance.
4. More than 2 windscreen / window breakage claims per vehicle during any Period of Insurance.
5. If You choose to use a provider other than Our approved repairer, a maximum of €120.00 will be paid.
6. If You choose to replace a windscreen or window when Autoglass recommends that it is repaired, an excess of €50.00 is payable by the You.

7. Damaged or broken glass in sunroofs, panoramic sunroofs, moonroofs, wraparound glass, glass forming part of a body panel (such as glass covering the engine compartment), or continuous glass panels, mirror glass, lights, lenses, or internal glass.
8. Damage to the mechanical or electrical window-winding mechanism.
9. Damage caused by wear, tear or negligence.
10. Damage caused by Your own deliberate actions.
11. The extra cost of replacing glass/film or any products attached to the vehicle glass that is not in accordance with the manufacturer's specification for Your Vehicle.
12. Any extra cost of glass, including the cost of importing it from outside the European Union.
13. Glass or Perspex that is an integral part of a removable canopy or hood.
14. Any more than the Market Value of Your Vehicle, or the amount You insured it for if less; **or**
15. Any breakage or repair You notify Us about more than 90 days after it happened.

If this Policy is cancelled after 14 working days' cooling off period, the premium relating to this Section will not be refunded.

Section 5: Breakdown Assistance

Your Schedule will show whether You have this cover.

The Breakdown Assistance provided under this policy applies to private vehicles which can be driven with a Private Car or Category B driver's licence.

Breakdown Assistance is a 24-hour emergency breakdown and accident recovery service. It is there to assist You in Your time of need. The choice of assistance supplied depends on the options available to Us at the time of the request for assistance.

Requesting Assistance

Should You require assistance, please telephone the Breakdown Assistance line on:

Republic of Ireland: (0)91 429 101

Outside Republic of Ireland: +353 (0)91 429 101

Please have the following information to hand when You call:

- Your Exact Location;
- The Registration Number of the Insured Vehicle;
- Your Policy Number;
- A Telephone Number where You can be contacted; **and**
- A Description of the Problem.

We will only pay for assistance that You have requested by calling these numbers.

Definitions/Meaning of words relating to this Section:

The following words have these meanings wherever they appear in this Section of the policy

You, Your	Any Insured Person who is driving the Insured Vehicle with Your knowledge and consent, and who resides in the Republic of Ireland.
We, Us, Our	MAPFRE ASISTENCIA Compania Internacional de Seguros Y Reaseguros, S.A., trading as MAWDY.
Passengers	All non-fare paying Passengers (excluding hitchhikers) being legally transported in the Insured Vehicle at the time assistance is required.
Territorial Limit	The Republic of Ireland and the United Kingdom (Northern Ireland, Great Britain, the Isle of Man and the Channel Islands).
Period of Insurance	The period between the start date and expiry date shown on the Schedule of Insurance relating to the Insured Vehicle.
Recovery Provider	Any representative of ours whom we appoint to assist You.

What IS covered under this Section:

In the Event of the Insured Vehicle being immobilised as a result of an Accident, mechanical or electrical breakdown, fire, theft, or any attempted theft, malicious damage, punctures, lost keys, stolen keys, or keys broken in the lock or locked in the vehicle, occurring within the Territorial Limits, we will arrange and pay for the following benefits:

Roadside & Doorstep Assist

We will provide up to one hour's free labour either at the roadside, Your home or place of work if the Insured Vehicle can be repaired onsite. You or an Insured Driver must be with the Insured Vehicle when the repairer arrives to avail of the benefits under this cover.

Towing

If the Insured Vehicle has broken down at home or away from home and cannot be repaired onsite, We will pay the cost of towing the Insured Vehicle to the nearest garage capable of repairing the vehicle or Your own garage, whichever is closer.

Completion of Your Journey in Ireland

If repairs cannot be carried out at the roadside and You are more than 30 kilometres from Your home, at the choice of the assistance provider We will arrange and pay up to €175 for one of the following:

- a) Onward public transport of You or an Insured Vehicle and Passengers home or to an intended destination, **or**
- b) A replacement Vehicle for up to 48 hours and public transport back to collect the Insured Vehicle when repaired, **or**
- c) Overnight accommodation for one night only, while repairs to the Insured Vehicle are being carried out subject to a maximum value of €35 per person and €175 in total.

Theft of Your Vehicle within Ireland

We will provide an emergency replacement Vehicle, classified under Category B, in the Event that the Insured Vehicle is stolen and not recovered within 24 hours and the theft has been reported to both MAWDY and An Garda Síochána. The Vehicle will be provided for:

- up to 5 days, **or**
- until the Insured Vehicle is recovered,

whichever is sooner.

MAWDY will not:

- Supply an emergency replacement Vehicle if a courtesy Vehicle has already been arranged under any other provision in Your Policy.

Completion of Your journey within England, Scotland and Wales

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

If the Insured Vehicle cannot be repaired before departure date, We will pay for the Insured Vehicle to be towed to the port You are leaving from. The most We will pay for this is £250 (sterling).

Message relay

MAWDY will pass on Two urgent messages for You.

Conditions

1. No benefit shall be payable unless We have been notified and have authorised assistance after being notified through the Breakdown Assistance phone line 091 429 101.
2. Territorial Limits of cover: Republic of Ireland, Northern Ireland, England, Scotland, Wales, Isle of Man and the Channel Islands.
3. The policy number must be quoted when calling for assistance.
4. Vehicles eligible for assistance will be private vehicles or commercial vehicle not exceeding 3,500kg which can be driven with a Car or Category B driver's licence.
5. You must be with the Insured Vehicle when the repairer arrives. If You are not with the vehicle and Our repairer cannot assist, any subsequent assistance will be at Your own cost.
6. We may refuse assistance in circumstances where:
 - a. a driver appears intoxicated;
 - b. the Insured Vehicle is inaccessible or in an off-road location;
 - c. the Insured Vehicle cannot be transported safely or legally without hindrance using a standard car transporter and equipment;
 - d. the Insured Vehicle is not being used in accordance with the use set out in the Assist Insurances policy;
 - e. the Insured Vehicle is modified or customised so that it cannot be recovered, for example changes to the wheel arches, wheel or tyre sizes, front and rear bumper height, and original ride height.
7. If We have to make a forced entry to the Insured Vehicle because You are locked out, You must sign a declaration, which confirms that We are not responsible for any damage.
8. The Insured Vehicle must at all times be maintained in a good mechanical order and roadworthy condition and be regularly serviced.
9. We cannot accept responsibility for the care or transportation of any goods carried (including pet animals or livestock) within the Insured Vehicle.

10. We will not arrange for or incur any additional cost to transport goods, pets or any other animals carried in the Insured Vehicle. It will be Your responsibility to arrange and pay for alternative transport for goods, pets, or any animals if the Insured Vehicle has to be towed.
11. In the Event of the Insured Vehicle being taken to a location of Your choice, no further recovery arising from the same breakdown will be provided.
12. If You cancel a breakdown assistance call-out, You are not eligible for another call-out for that same assistance.
13. We will always use best endeavours to recover the Insured Vehicle. The Insured Vehicle must not be fitted with modifications beyond the original manufacturer's specifications which could impede the recovery.
14. You are eligible for a maximum of 3 breakdown assists during the Period of Insurance.

What is NOT covered under this Section:

We will not pay for:

1. Any consequential loss arising from using the assistance services (consequential loss is an additional loss caused by a Recovery Provider assisting or failing to assist You).
2. Expenses, which are recoverable from any other source.
3. Recurring breakdown assistance requests due to the same cause where a permanent professional repair has not been undertaken to correct the fault.
4. Any breakdown assistance requests arising where the Insured Vehicle is carrying more Passengers than that for which it was designed as stated in the manufacturer's specifications.
5. Any breakdown assistance requests arising directly out of the unreasonable driving of the Insured Vehicle on unsuitable terrain.
6. Any vehicle designed as a tool of trade, non-registered or registered as a work vehicle.
7. Any accident or breakdown brought about by an avoidable or wilful or deliberate act committed by You.
8. The cost of repairing the Insured Vehicle other than outlined in the benefits above.
9. The cost of any parts, tyres, keys, lubricants, fluids, fuel or EV electrical charge.
10. Any breakdown assistance requests caused by fuels, mineral essences or other flammable materials, explosives or toxins transported by the Insured Vehicle.
11. Failing to provide any of the benefits outlined in this Section for reasons beyond Our reasonable control, including (but not limited to) Your assistance during a natural catastrophe, or Us being unable to reach You because roads have been closed.
12. Any winching costs or specialist equipment. For example, any vehicle or equipment (other than a standard recovery vehicle) which is required to move an Insured Vehicle which has left the road or is overturned or without wheels, would be considered specialist equipment.

Once the Insured Vehicle has been removed to a suitable location, normal service will be provided.

13. Loss or damage to the contents of the Insured Vehicle.
14. Recovery of trailers or any attachments to the Insured Vehicle.
15. Breakdown assistance requests if You knowingly provide false or misleading information.
16. Any breach of this section of the policy or failure on our part to perform any obligation as a result of acts of god, government control, restrictions or prohibitions, or any other act or omission of any public authority (including government) whether local, national or international, or the default of any supplier, agent or other person or of labour disputes or difficulties (whether or not within the company) or any other cause whatsoever where such cause is beyond our reasonable control.

Data Protection

The information You provide about Yourself and others is confidential and will only be used for the provision and administration of insurance products and related services.

Such information may be disclosed in confidence for these purposes to agents or service providers that we appoint, regulatory bodies, other insurance companies (directly or via a central register), and other companies connected to us. This information will be held on our computers and in our manual records.

You are entitled to receive a copy of the information we hold about You, for a fee. You can do this by sending a written request and the applicable fee to the Data Protection Compliance Officer at our address shown in Your Schedule.

You also have the right to correct any inaccuracies identified in the personal data we hold.

Insurance Act 1936

All money which becomes or may become payable to You under this Section will, in accordance with Section 93 of the Insurance Act 1936, be paid in the Republic of Ireland.

Stamp Duties Consolidation Act 1999

We will pay the appropriate Stamp Duty, in accordance with Section 5 of the Stamp Duties Consolidation Act 1999.

Customer Care

If You need to make a complaint about this part of Your Policy, please write to the Insurer for this Section shown in Your Schedule.

If we cannot resolve Your complaint to Your satisfaction or progress Your complaint further, You may then contact the:

Financial Services and Pensions Ombudsman

Lincoln House,

Lincoln Place,

Dublin 2,

D02 VH29

Telephone: +353 (0) 1 567 7000

Email: info@fspo.ie

Website: www.fspo.ie

Contacting the Financial Services and Pensions Ombudsman does not affect Your other legal rights. Any telephone calls made in connection with this Section may be monitored or recorded to assist with staff training and for quality control purposes.

Section 6: Endorsements

Third party Contingency Cover

We will indemnify You whilst any employee is using a vehicle other than an Insured Vehicle for Your Business however, We shall not be liable for:

- Loss of damage to such vehicle; **or**
- If there is Any Other Insurance covering the same liability



Data Protection Notice

This Notice is not a standalone document. It contains a brief description of the information You need to understand how Your personal data is used by Assist Insurances Limited and Arch Insurance (EU) Dac and should be reviewed in conjunction with Assist Insurances Limited Privacy Policy which is available online at www.assistinsurances.ie and Arch Insurance (EU) DAC's Privacy and Data Protection Policy which is available at <https://www.archgroup.com/privacy-policy/>.

If You have any questions about Your personal data, You can contact Assist Insurances Limited or Arch Insurance (EU) Dac using the details below.

Assist Insurances Limited

Tel: (0)1 568 5040

Email: info@assistinsurances.ie

Data Protection Officer,
Unit 11 Westpoint Business Park,
Whitemill Industrial Estate,
Wexford,
Co. Wexford.
Y35 F8CY

Arch Insurance (EU) Dac

Tel: 001-914-872-3600

Email: ArchDPO@archcapservices.com

Data Protection Officer,
Level 2,
Block 3,
The Oval,
160 Shelbourne Road, Ballsbridge,
Dublin 4

About this Section

Everyone has rights with regard to the way in which their personal data is handled. During the course of our business activities, we will collect, store and process personal data about You.

The purpose of this section is to give You some information about the collection and processing of Your personal data. Further information can be obtained in our Privacy Notice which is available from our website www.assistinsurances.ie

Data We Collect

- **Individual details** - Name, address (including proof of address), other contact details (e.g. email and telephone numbers), gender, marital status, date and place of birth, nationality, employer, job title and employment history, and family details, including their relationship to You.
- **Identification details** - Identification numbers issued by government bodies or agencies, including Your passport number, Your driving licence number, Your driver's number and tax identification number.
- **Anti-Fraud details** - Data such as sanctions and criminal information from various anti-fraud and claims databases related to You or any other person to be covered by this policy.

Special Categories of Personal Data

- Certain categories of personal data which have additional protection under EU data protection law.
- **Claims Information** - Information about previous or current claims (including other unrelated insurances (which may include data relating to Your health (e.g. injuries and pre-existing conditions), relevant criminal convictions or other special categories of personal data mentioned above.
- **Policy Information** - Information about the quotes You receive and policies You take out

Where We May Collect Your Personal Data From

We may collect Your personal data from various sources, including.

- You
- Companies we have agencies with
- When You sought a quote from us
- If You have or had any other contracts of insurance that is not under our agencies
- In this instance, we will need a letter of authorisation from You to allow us contact other companies on Your behalf
- When You visit our website and input data to receive a quote from us.

Which of the above sources apply will depend on Your particular circumstances and the product or service You are interested in, or Your enquiry relates to.

Legal Basis for Processing Your Information

We will only use Your Personal Data for lawful reasons. These are: -

- a) The use is necessary for the performance of a contract to which You are a party or in order to take steps at Your request prior to entering a contract (such as providing a recommendation).
- b) The use is necessary to comply with our legal obligations.

- c) You have consented to us using Your information in such a way.
- d) The use is necessary for the purpose of our legitimate interests.
- e) The use is necessary for the performance of a task carried out in the public interest, such as assisting a regulatory authority's investigation of a criminal offence.

The Purpose of Processing Your Information

- To give You information about and provide You with insurance product quotations.
- Disclose data to policyholder, beneficiary, trustee, assignee, successors, or to other parties.
- To comply with legal and regulatory requirements including Anti-Money Laundering and
- Sanctions compliance.
- To understand how people, interact with our websites (if applicable).
- To carry out and determine the effectiveness of advertising, and of marketing campaigns.

Who we Share Your Information with

In order to provide our services and to comply with legal obligations imposed on us, we may share Your information with:

- Relatives and guardians, (in certain circumstances and within the law)
- Legal, financial, medical, & other professional advisors in the process of submitting Your application.
- Companies we may outsource our printing and posting to.
- Businesses that refer Your business to us.
- Any business which we are required by law to share the information with i.e. compliance resource companies.
- Database provider all data encrypted
- Insurance companies with whom we have Agencies
- An Garda Síochána.(Anti Money Laundering)
- Central Bank of Ireland. We are authorised by Central Bank and they have the right to inspect our files.
- The Financial Services Ombudsman. In the event of a complaint.
- Data Protection Commissioner

How long do we keep Your Information?

When providing products to You it may be necessary to retain Your information for an extended period of time. We keep Your information for as long as required by law for the purpose that You gave it to us for. As a general rule for legal and best practice reasons we are required to keep Your information for 6 years after the date on which our relationship with You ends.

Your Rights to Access, Transport, Correct, Delete and Restrict the Use of Your Personal Data

You have the right to access a copy of Your Personal Data which we hold on You. In the case of Personal Data You provided to us to process on the basis of Your consent or for automated processing, You have the right to have it provided in a commonly used electronic format to You or to another Data Controller (subject to applicable Data Protection Law). If You would like a copy of Your Personal Data, please contact us. Your request will be dealt with as quickly as possible and in any event within a month for us to respond.

If at that stage we are unable to provide the data You require (due to the complexity or number of requests) we may extend the period to provide the data by a further two months but shall explain the reason why. There is no charge for the request for Your data, but it must be in writing, fax, email or text message.

Correcting Your Personal Data

You have the right to have Your Personal Data corrected if You feel we have incorrect data held on You.

Deleting Your Personal Data

Subject to any overriding legal obligation requiring us to retain it, You have the right to have Your Personal Data deleted, however erasing Your information may make it difficult or impossible for us to give You information on, provide You with, or administer our financial products. If You want Your information deleted, please contact us.

Restricting our Use of Your Personal Data

You have the right to restrict our use of Your Personal Data in certain circumstances. If You wish to exercise Your rights in this regard, please contact us.

Automated/Profiling Decision Making

Where we use automated decision-making, You will always be informed & You will be entitled to have a person review the decision so that You can contest it and put Your point of view and circumstances forward. E.g. When we produce quotes for the business You are contacting us about. When we want to market to You, we may run a program which allows us to identify certain criteria of clients (all those with that fit within a certain criterion for example).

Your Right to Object and Withdraw Your Consent to Data Processing

Where our lawful basis for processing Your Personal Data is based on our legitimate interests, You have the right to object. You also have the right to withdraw Your consent to any processing at any time.

However, if we cannot process Your data, it may make it difficult, impossible or unlawful for us to give You information on, provide You with, advice on financial products. If You want to object or withdraw Your Consent to processing, please contact us.

Your Right to Make a Complaint

If You are dissatisfied about the way, we handle Your Personal Data please contact us. We will do our best to address Your concerns swiftly and resolve any issues You have. You have the right to complain to the

**Office of The Data Protection Commission,
Canal House,
Station Road,
Portarlinton,
Co. Laois,
R32 AP23.**

www.dataprotection.ie

Telephone: +353 (0)1 765 01 00

Fax: +353 57 868 4757

E-Mail: info@dataprotection.ie

Important Information about This Data Protection Notice

Each Insurer and Intermediary providing this Data Protection Notice to You is a separate legal entity and separate data controller in respect of Your data.

F Complaints

When things go wrong, You may wish to raise a complaint with Us. A complaint can be raised by You orally or in writing. For complaints relating to, Breakdown Assistance please refer to Section 5 in this booklet. For any other complaint, Our complaints Policy is set out below.

Complaints Procedure - Our Objectives

- To address reported customer dissatisfaction quickly, courteously, and effectively.
- To ensure a fair and equitable resolution to any complaint.
- To retain customer confidence and respect.
- Where appropriate, to update our procedures to avoid any reoccurrence of the problem.
- To achieve a situation where our customers feel that we have properly addressed their complaint.
- To do our utmost to resolve any complaint as efficiently and effectively as possible.
- Our complaints handling procedure (below) outlines what we do in the event of a complaint.

Complaints Procedures

- Assist Insurances Limited will establish and maintain a complaints file for each formal complaint together with a full record and all details relevant to the investigation of the complaint. All complaint records will be kept for 6 years.
- When a complaint is received, Assist Insurances Limited will record the details and issue an acknowledgement letter within 5 working days. The letter will contain a copy of our complaint's procedures. The complainant will be given the name of one or more people who will be their point of contact regarding the complaint until the complaint is resolved or cannot be progressed any further.
- We will provide You with updates in writing or on another durable medium on the progress of the investigation into Your complaint at least every 20 working days starting from the date on which the complaint was made; and
- We will attempt to investigate and resolve Your complaint within 40 working days of receiving it. If Your complaint has not been resolved after 40 working days, We will inform You of the anticipated timeframe within which We hope to resolve the complaint. Alternatively, You can contact the Financial Services and Pensions Ombudsman (FSPO) (contact details below).
- Within 5 working days of completion of the investigation, we will advise You on paper or another durable medium of:
 - o the outcome of the investigation into Your complaint;

- o where applicable, the terms of any offer, settlement or compensation being made;
- o that You can refer the matter to the FSPO; **and**
- o the contact details of such FSPO, as provided below.

The address to send Your Complaint to is:

**Assist Insurances Limited,
Unit 11 Westpoint Business Park,
Whitemill Industrial Estate,
Wexford, Y35 F8CY**

Telephone: (0)1 568 5040

E-mail: info@assistinsurances.ie

If You are dissatisfied with the final response from us, You may refer Your complaint to the:

**Financial Services and Pensions Ombudsman
Lincoln House,
Lincoln Place,
Dublin 2
D02 VH29**

Telephone: +353 (0)1 567 7000

Email: info@fspoi.ie

Website: www.fspoi.ie



www.assistinsurances.ie