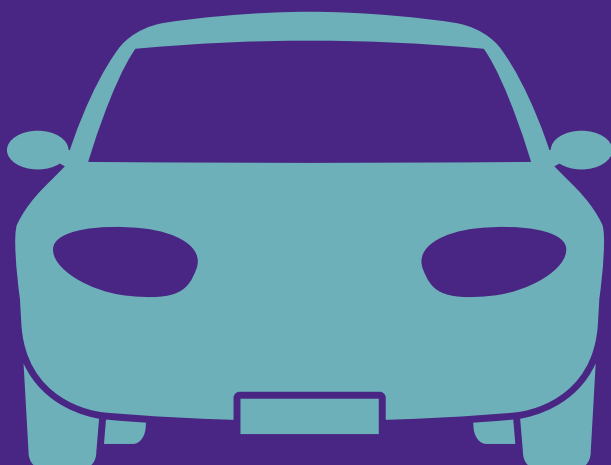


CAR INSURANCE

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# Policy



## Making a claim

As our aim is to get your car back on the road as quickly as possible and as we believe that making a claim should be easy our Motor Claims Assist Team are available 24 hours a day, 365 days a year to assist with your queries.

1. Telephone our Motor Claims Assist on Assist on 01 290 1926 with the first notification of your claim. They will advise you what to do next and issue all appropriate documentation.
2. Where comprehensive cover applies our Recommended Repairer Network can be availed of who in the case of the vehicles being unfit to drive will tow the vehicle. This will safeguard the vehicle from further damage from vandals or against theft of parts. Repairs can commence immediately. If the Recommended Repairers are not used, obtain an estimate and advise us immediately and we will appoint an assessor if necessary.
3. When repairs have been completed pay any contribution for which you may be responsible (see 7A on Schedule) and then take delivery of your car

## Roadside Assistance

Details of the Cover are set out in Section 9 of the Policy

You may avail of this cover by telephoning **01 832 8358**

# CAR INSURANCE POLICY

RSA Insurance Ireland DAC (hereinafter referred to as "the Insurer")

## This Policy should be kept carefully in a safe place.

Please note that the Schedule and your Certificate of Insurance form part of this Policy and must be read in conjunction with this document to ensure that they are in accordance with your requirements

Notes to help you if you have an accident or wish to change the Policy are at the back of this booklet

## Duty of Disclosure

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.

Should any of these actions be taken against You, then You will be obliged to disclose this on any future request for cover or quotation, which may cause You difficulty in trying to purchase insurance elsewhere. Check the information carefully in Your Proposal Form/Statement of Fact. You should ensure this information is accurate. If any of the information is incorrect, please contact Us or Your Broker.

Please note that you are obliged to notify Us or Your Broker immediately if any of the following occur:

- If You or a named driver
  - receive penalty points
  - receive or have any prosecutions pending or have been suspended from driving
  - change occupation
- If the use of Your vehicle has changed e.g. You intend using it for business use
- If the vehicle has been modified outside of manufacturer's specification
- If You are changing vehicle or adding/deleting named drivers

This Policy the Schedule and the Certificate of Insurance shall be read together and any word or expression to which a specific meaning has been attached therein shall bear such meaning wherever it may appear

The Insurer will indemnify the Policyholder in accordance with the Cover as specified in the Schedule but subject to the Terms Exceptions and Conditions of this Policy in respect of occurrences in the Republic of Ireland Great Britain Northern Ireland the Isle of Man or the Channel Islands (or in the course of transit by sea or tunnel between any ports therein) during any Period of Insurance for which the Insurer accepts the premium and issues a Certificate of Insurance and Schedule

All monies which become or may become due under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland in Euro unless specifically stated to the contrary

Provided that this Policy shall be operative only while the Certificate of Insurance is in force

Stamp Duty has been or will be paid in accordance with provisions of Section 5 of Stamp Duties Consolidation Act 1999 (as amended)

RSA is a registered business name of RSA Insurance Ireland DAC. RSA Insurance Ireland DAC is regulated by the Central Bank of Ireland. The underwriter is RSA Insurance Ireland DAC which is a member of the RSA Group. RSA Insurance Ireland DAC, RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16.  
Tel: 01 290 1000  
Outside Ireland Tel: +353 1 290 1000

## Section I Liability to Third Parties

### I Indemnity

Subject as herein provided the Insurer will indemnify any Person whose liability is covered against legal liability for damages which such person or his or her personal representatives shall become legally liable to pay any person (exclusive of Excepted Persons) on account of:

- a) Death of or bodily injury to any person (exclusive of Excepted Persons)
- b) Damage to property limited to €30,000,000 (thirty million Euro) and all legal Costs limited to €7,500,000 (Seven Million five hundred thousand Euro) in respect of any one event giving rise to a claim or claims under this Policy arising from an accident caused by through or in connection with the Insured Vehicle

Provided that any such person (other than the Policyholder)

- i) is not entitled to indemnity under any other policy
- ii) shall as though such person were the Policyholder observe fulfil and be subject to the Terms Exceptions and Conditions in so far as they can apply

### Driving other cars

If item 5(B) of the Certificate of Insurance is operative the Insurer will in the terms of this Section indemnify the Policyholder in respect of any occurrence while personally driving a motor vehicle described in the said item 5(B)

### 2 Accidents caused by passengers

At the Policyholder's request a passenger in the Insured Vehicle (but not a driver or person in charge of such vehicle for the purpose of driving) shall be a Person whose Liability is Covered

### 3 Special provision in respect of United Kingdom use

In so far as concerns occurrences in Great Britain Northern Ireland the Isle of Man or the Channel Islands the Insurer will indemnify any person using the Insured Vehicle against liability for emergency treatment payments under the Road Traffic Acts

### 4 Detached Trailers

Subject to the Terms Limitations and Conditions of the Policy and Certificate of Insurance the Policy covers the Road Traffic Act liability of any person insured by this Policy in respect of any detached single-axle trailer up to a half tonne unladen weight but excluding caravans, mobile homes, trailer tents, boat trailers and any trailer which incorporates machinery or other equipment

### 5 Legal Costs

In respect of any occurrence which may be the subject of indemnity under this Section the Insurer will pay

- a) the solicitor's fee for representation at any Coroner's inquest in respect of any death
- b) the solicitor's fee for defending any proceedings in any Court of Summary Jurisdiction
- c) the cost of legal services up to €5,000

for defence in the event of proceedings being taken for manslaughter or dangerous driving causing death or serious bodily harm

- d) claimant's costs and expenses
- e) all other costs and expenses incurred with the Insurer's written consent subject to the limit specified in Paragraph 1 of Section 1

## 6 EU extension

The Insurer will in the terms of this Section provide indemnity while the Insured Vehicle is in any other country within the European Union and any country which is included in the EU Directive 72/166/CEE by the provision of Article 7 of the Directive but only so far as is necessary to comply with the compulsory motor insurance legislation in such countries or insofar as is necessary to meet the requirements of the Road Traffic Acts

Excepted Persons (Section 1)

Any person claiming in respect of

- a) damage to any vehicle in connection with which indemnity is provided by this Section or damage to any property sustained in or on such vehicle
- b) damage to property owned by or in the possession custody or control of the Policyholder or any Person whose Liability is covered
- c) injury to any employee arising out of and in the course of employment by any Person whose Liability is covered elsewhere than in the Republic of Ireland except so far as is necessary to meet the requirements of the Road Traffic Acts
- d) Any person claiming in respect of

Injury to such person sustained in or on any Vehicle in connection with which Indemnity is provided by the Policy whilst a driver of the Vehicle or in charge of the Vehicle for the purpose of driving

In Excepted Persons references to any vehicle include any trailer attachment or vehicle connected by any means whatsoever thereto

## Section 2

### Loss or damage by fire or theft

- a) The Insurer will indemnify the Policyholder against loss of or damage to the Insured Vehicle (and its accessories and spare parts while permanently thereon) caused by fire lightning explosion theft or attempted theft of the Insured Vehicle
- b) The Insurer will indemnify the Policyholder in respect of the cost of replacement locks or reprogramming of locking devices of the Vehicle following theft of keys or locking devices from the permanent residence of the Insured following forcible entry up to a maximum of €1,000

### Section 3 Windscreen Damage

The Insurer will indemnify the Policyholder against the breakage of glass in the windscreen or windows of the Insured Vehicle (and any scratching of bodywork emanating therefrom) provided that no other damage has been caused by the same event. If any sum be shown against Section 3 in the Schedule such sum shall be the Insurer's maximum liability hereunder.

### Section 4 Accidental Damage

The Insurer will indemnify the Policyholder against loss of or damage to the Insured Vehicle (and its accessories and spare parts while permanently thereon) by accidental causes not otherwise excluded.

### Clauses applicable to Sections 2, 3 and 4

- a) Where the Insured Vehicle is lost or in the Insurer's opinion damaged beyond economical repair and
  - i) within twelve months of its purchase as new by the Policyholder the Insurer may in lieu of making a monetary payment and subject to the consent of the Policyholder and of any other interested party known to the Insurer replace the Insured Vehicle with a new vehicle of the same manufacture and model subject to the availability thereof and in such event the Insurer shall become entitled to possession and ownership of the Insured Vehicle
  - ii) and to the knowledge of the Insurer is the subject of a hire purchase leasing or contract hire agreement any payment shall be made in priority to the owner to the extent of the owner's legal entitlement
- b) If the Insured Vehicle is disabled by reason of loss or damage insured under this Policy the Insurer will bear the reasonable cost of protection and removal to the nearest competent repairers and re-delivery after repair to the Policyholder's address as stated in the Certificate of Insurance.

The Insurer may at its option require the Policyholder to place the Insured Vehicle in a safe place of storage designated by the Insurer pending its repair or disposal. Our maximum payment for any loss or damage under Section 2 or 4 will be the market value of Your Car immediately preceding the incident but will not exceed any value declared to us prior to the loss.

## Exceptions to Section 2 3 and 4

The Insurer shall not be liable for

- a) loss of use depreciation wear and tear mechanical, electrical, electronic or computer failures or breakdowns or breakages.
- b) damage to tyres by application of brakes or by road punctures cuts or bursts
- c) loss of or damage to the Insured Vehicle under Section 4 if such vehicle is being driven by or is in the charge of anyone under 25 years of age except where the Insurer has expressly confirmed in writing cover under Section 4 of the Policy applies to such driver(s) except for the Policy Excess stipulated in such written confirmation of cover
- d) loss destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- e) loss of or damage to radio telephones their component parts or ancillary equipment.
- f) loss of or damage to Satellite Navigation equipment or Games consoles and equipment other than those which are permanently fitted to the Vehicle and are included in the total value of the Vehicle as declared to the Insurer:
- g) theft and/or unauthorised taking of the Insured Vehicle by any member of the Policyholder's family.
- h) loss or damage due to theft or any attempt thereat occurring while the keys or locking device of the Vehicle are left in on or about the Vehicle whilst the Vehicle is unattended
- i) replacement of locks of the Vehicle following loss of, damage to or theft of

keys or locking devices which occurs without the theft of the Vehicle other than as set out in Paragraph b) of Section 2 of the Policy



## Section 5 Additional benefits

### I Injury to Policyholder and Spouse

If the Policyholder and/or the spouse of the Policyholder shall sustain in direct connection with the Insured Vehicle or while in or getting into or alighting from any private car not belonging to the Policyholder and not hired to him/her under a hire purchase agreement any bodily injury caused by violent accidental external and visible means the Insurer will pay to the Policyholder or to his/her legal representatives the compensation specified below provided that such injury shall solely and independently of any other cause (excepting medical or surgical treatment consequent upon such injury) occur within twelve calendar months of the accident result in

- |  |                |
|--|----------------|
| <b>1. death</b>  | <b>€25,000</b> |
| <b>2. total and irrecoverable loss of sight of one or both eyes</b>                            | <b>€25,000</b> |
| <b>3. total loss by physical severance at or above the wrist or ankle of one or more limbs</b> | <b>€25,000</b> |

Payment shall be made under one only of items 1 to 3 above in respect of any one occurrence and the total liability of the Insurer shall not exceed the sum of €25,000 during any one Period of Insurance in respect of each person

### Exceptions

The Insurer shall not be liable in respect of bodily injury

- a) consequent upon suicide or attempted suicide
- b) consequent upon the driver of the Insured Vehicle having consumed alcohol and/or drugs to a level in excess of that permitted by the Road Traffic Acts or convicted under any of Sections 48, 49, 50 51 of the Road Traffic Act 1961 or as amended by subsequent Acts

### 2 Rugs Clothing and Personal Effects

The Insurer will indemnify the Policyholder against loss of or damage to rugs clothing and personal effects while in or on the Insured Vehicle by fire or by theft (or attempted theft) or by accidental means or at the request of the Policyholder the Insurer will indemnify such other person as may be the owner of the property so lost or damaged Provided that

- a) the total liability of the Insurer shall be limited to €500 in respect of any one occurrence
- b) compensation due to any person other than the Policyholder shall be paid direct to such other person whose receipt shall be a full discharge

### Exceptions

The Insurer shall not be liable in respect of loss of or damage to

- i) money stamps tickets documents or securities
- ii) goods or samples carried in connection with any trade or business

- iii) loss of or damage to radio telephones  
satellite navigation systems televisions  
or DVD/Video Recorders, their  
component parts or ancillary  
equipment or parts unless permanently  
attached to the Vehicle and declared to  
and accepted by the Insurer

### **3 Temporary Replacement Car**

If the Insured Vehicle is out of use as a result of loss or damage insured under this Policy the Insurer will indemnify the Policyholder in respect of any hiring charges incurred in obtaining a temporary replacement car from any recognised self drive hire operator. The indemnity under this Section is limited to €200 in respect of any one occurrence and shall not apply where the only damage sustained is breakage of glass in the windscreen or windows and consequent scratching. The indemnity and benefits granted by this Policy (other than item 1 of Section 5 if operative) shall not apply in respect of the car hired under the provisions of this Section.

## Section 6 No Claim Discount

### Section 6a

Provided no transfer of interest in this Policy has occurred and no claim has arisen during the Period of Insurance the renewal premium will be reduced by a No Claim Discount based on the Insurers five year scale.

The following will not affect the discount:

- payment under Sub Section 3 to Section 1
- any payment under Section 2
- payment under Section 3
- payment under Section 7B

### Section 6b Unlimited

If not more than **two claims** are made within a three year period prior to the renewal of the policy, the Step Back clause in Section 6a will not be applied at the renewal of the Policy. Where these limits are exceeded your No Claim Discount will be stepped back in accordance with the Step-back Clause hereunder.

### Section 6c Protected No Claim Discount (Limit €10,000)

If not more than **two claims** not costing more than €10,000 in total are made within a three year period prior to the renewal of the Policy, the Step Back clause in Section 6a will not be applied at the renewal of the Policy. Where these limits are exceeded your No Claim Discount will be stepped back in accordance

with the Step-back Clause hereunder:

### Deferment Clause (Applicable to Sections 6a, 6b, 6c)

If any claim in the expiring Period of Insurance has been disregarded in calculation of the No Claim Discount shown in a renewal Schedule the Insurer may at its option treat such claim as having arisen during the Period of Insurance shown in the renewal Schedule.

### Step-back Clause

If You make a single claim or one arises during any Period of insurance, We will reduce Your no-claims discount as follows:

5 years No Claims Discount to 3 years No Claims Discount

4 years No Claims Discount to 2 years No Claims Discount

3 years No Claims Discount to 1 year No Claims Discount

2 years or less will go to Nil.



## Section 7 Endorsements

### A Excess Clause

The Insurer shall not be liable for the first amount specified against 7A in the Schedule of any claim arising under under Section 4.

### B Medical Expenses

If any occupant of any Insured Vehicle shall in direct connection with the Insured Vehicle sustain any bodily injury caused by violent accidental external and visible means the Insurer will pay to the Policyholder the medical expenses in connection with such injury up to the sum of €100 in respect of each person injured.

### C Foreign Use

Within the terms of a Foreign Use Extension issued by the Insurer the Policy shall apply in respect of the Insured Vehicle and the countries (including recognised sea passages between ports in such countries) specified therein for the period stated.

### Customs Duty

The Insurer will indemnify the Policyholder against liability incurred by him/her for the enforced payment of customs duty on the Insured Vehicle following its temporary importation into any such country provided that such liability directly results from loss or damage insured by the Policy.

## Section 8 Uncoupled Trailer Cover

### A) Specified

The indemnity given to the Policyholder in respect of Liability to Third Parties under Section 1 of the Policy is extended in respect of the use of any trailer owned by the Policyholder or in such person's custody or control whilst uncoupled from the Vehicle in so far as is necessary to meet the requirements of the Road Traffic Acts

Provided that agreement to such extension of cover is given by the Insurer for such trailer(s) and subject otherwise to the Terms Conditions and Exceptions of the Policy

### B) Unspecified

The indemnity given to the Policyholder is extended in respect of Liability to Third Parties under Section 1 of the Policy in respect of the use of any trailer owned by or in the custody or control of the Policyholder whilst uncoupled from the Vehicle in so far as is necessary to meet the requirements of the Road Traffic Acts

Provided that the unladen weight of such trailer is less than one Tonne and such use is restricted to Social Domestic and Pleasure purposes and subject otherwise to the Terms Conditions and Exclusions of the Policy

## Section 9 Roadside Assistance

Where Section 9 is specified in the Schedule the Insurer will indemnify the Policyholder in respect of an assistance service provided by a supplier who has been approved by and contracted with the Insurer for services and as set out below

- In the event of the Insured vehicle being immobilized as result of an accident or a mechanical breakdown, fire theft or any attempt thereat, malicious damage, punctures that require assistance to fix or replace a wheel, lost keys, stolen keys, keys broken in the lock or locked in the car:
  - Cost of a call out and up to one hour's free labour at the roadside if the vehicle can be repaired in situ
  - Towing the vehicle to the nearest competent repairer or to a garage of your choice, whichever is closer
- Home Start- Someone to assist you in the event of a breakdown at your home
- Completion of Journey –If repairs cannot be carried out in situ, and the vehicle has broken down away from home, the company can arrange and pay for:
  - Onward transportation for the Insured and passengers home or to their intended destination within the territorial limits or
  - Use of a replacement car for up to 48 hours while repairs are carried out or
  - Overnight accommodation for one night only, limited to Bed and Breakfast, while repairs to the Insured's vehicle are in progress, subject to maximum value of €37.10 per person and €190.50 in total.

The cover provided under the continuation of Journey benefits will be at discretion of the Insurer or their approved representative where not all options are available to the representative at particular times, e.g (Car hire in rural areas may be impossible to obtain in the early hours of the morning, etc)

- Message Relay -We will pass on two urgent messages for you.
- Public Transportation- In the event of the vehicle being repaired, the assistance company will provide the cost of public transportation for the Insured to collect his/her vehicle.
- Replacement car- In the event of the theft of the Insured's vehicle, which has been reported to the Police and the Insurance Company, and not recovered within 24 hours, the assistance company will provide a replacement car for up to five days or to when the Insured vehicle is recovered, whichever is sooner.
- The cover provided by Section 9 is limited to the geographical area of the Republic of Ireland and Northern Ireland.

The Assistance Service may be obtained by telephone - **01 832 8358**

## Section 10 Endorsements

Subject otherwise to the Terms Exclusions and Conditions of the Policy the attached Endorsement(s) shall apply provided such Endorsement is specified in the Schedule.

## GENERAL EXCEPTIONS

(Applying to the whole Policy)

### The Insurer shall not be liable

- 1 in respect of any liability (in excess of the common law or the statutory liability applicable to the case) undertaken by special contract
  - 2 in respect of any claim arising while any vehicle in connection with which indemnity is provided by this Policy is
    - (a) being driven by or is for the purpose of being driven in the charge of anyone other than the Driver whose Driving is covered
    - or
    - (b) being used otherwise than in accordance with the Limitations as to Use
  - 3 except so far as is necessary to meet the requirements of the Road Traffic Acts in respect of any loss of or damage to property, legal liability, expense, consequential loss or bodily injury which is directly or indirectly caused by or arising from or contributed to by
    - (a) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
    - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
    - (c) war; invasion, act of foreign enemy, hostilities or warlike operation (whether war be declared or not), civil war; rebellion revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
  - (d) any act of terrorism For the purpose of this Exclusion an act of terrorism means an act, including but not limited to the use of force or violence or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government or to put the public, or any section of the public, in fear
  - (e) any action in controlling, preventing, suppressing or in any way relating to c) or d) above
- If the Insurer alleges that by reason of this Exclusion any liability, loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be the Policyholders. In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 4 in respect of any accident injury loss or damage (except under Section 1) arising during (unless it be proved by the Policyholder that the accident injury loss or damage was not occasioned thereby) or in consequence of riot or civil commotion
  - 5 in respect of any loss damage breakage or destruction to any property or consequential loss or liability directly or indirectly caused by or contributed to by or arising from
    - i) the failure or inability of any electronic equipment to
      - a) correctly recognise any data or

## GENERAL EXCEPTIONS (CONTINUED)

- b) correctly capture save retain  
manipulate interpret or process any  
data information data command  
or instruction whether or not such  
had been programmed into such  
equipment
- ii) interruption of or interference with  
data in electronic equipment resulting  
in the loss destruction or corrupted  
transmission or corruption of data
- iii) the transmission or impact of any Virus,  
Worm, Logic Bomb, Trojan Horse or  
the like
- iv) unauthorised access to a system or data

For the purpose of this Exception data means information represented or stored electronically including but not limited to code series of instructions operating system software programs and firmware

### 6 Cyber Risks

The loss, alteration, damage, reduction in functionality, availability or operation of:

- A computer system, hardware, program, software, a data information store, microchip, integrated circuit or similar device in computer or non-computer equipment whether belonging to You or not, that results from the deliberate exploitation of computer systems, technology dependent enterprises and networks or negligently transferring a computer program that contains any malicious or damaging code.

## CONDITIONS (Applying to the whole Policy)

### 1 Accidents

Full details of any accident loss or damage must be advised to the Insurer within a reasonable time. All communications from other parties including notice of any prosecution or inquest must be advised or sent to the Insurer immediately on receipt

### 2 Claims Procedure

Except with the written consent of the Insurer no person shall make any admission offer promise or payment on behalf of the Insurer the Policyholder or anyone claiming indemnity under the Policy  
The Insurer shall have full discretion in conducting the defence or settlement of any claim and in prosecuting in the name of the Policyholder any claim for indemnity or damages the Policyholder shall give all such information and assistance as the Insurer may require.

### 3 Other Insurance

If any other existing insurance covers the same loss damage or liability the Insurer shall not be liable except under Sub - Section 1 of Section 5 to pay more than its rateable proportion of any claim Nothing in this Condition shall impose on the Insurer any liability from which it would have been relieved under Sub-Section 1 of Section 1 but for the Terms of this Condition.

### 4 Care of Vehicle

The Policyholder shall take all reasonable steps to safeguard the Insured Vehicle from loss or damage and maintain it in efficient

and roadworthy condition The Insurer shall have at all times free access to examine such vehicle

### 5 Cancellation & Mid-Term alterations

- a) Cancellation by the Insured  
The Policy may be cancelled at any time by the Insured. The insured will be entitled to a return of premium for the unexpired Period of Insurance subject to condition 5 c)
- b) Cancellation by the Insurer  
The Insurer may cancel this Policy by sending 10 days notice, or, in the case of cancellation due to a default of installment payments 21 days notice, to the Insured at his/her last known address  
In such event the Insurer will return to the Insured the proportion of the premium for the unexpired Period of Insurance, subject to Condition 5c)
- c) Cancellation Procedures  
The surrender of the current Certificate of Insurance to the Insurer shall be a Condition to any return of premium under Condition 5a) or 5b)  
The Insurer may deduct an amount in respect of fixed expenses from any return due to the Insured following cancellation of this Policy under condition 5a)
- d) Mid Term Alteration  
Where any change to the cover provided by this Policy and agreed by the Insurer results in an additional or return premium of less than €25



## CONDITIONS (CONTINUED)

inclusive of levy the Insurer will not charge the additional or rebate the return premium to the Insured

### 6 Your Duty

You or anyone acting on your behalf must not act in any fraudulent way. We may provide details of any such fraud to the appropriate authorities and this may result in prosecution.

- a) 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.

- b) Fraudulent Claims

Where a claim made by You contains information that is false or misleading in any material respect We shall be entitled to refuse to pay the claim and shall be entitled to terminate the insurance contact. Where we become aware that You have made a fraudulent claim we shall cancel the policy from the date of the submission of the fraudulent claim and refuse cover for any claim made after the date of the fraudulent act and we shall retain the premium paid.

The Insurer reserves the right to use the remedies available 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 paid in the event of a claim.

Should We take any of these actions against you, in respect of either (a) or (b) above, then you will be obliged to disclose them on any future request for cover or quotation. These actions are considered as the application of Terms and this enforced action by us, may affect your ability to get insurance cover in the future.

It is recommended that you keep a record (including copies of letters) of all information supplied for the purpose of this insurance.

### 7 Laws relating to Compulsory Motor Insurance

Nothing in this Policy shall affect the right of any person to recover an amount under or by virtue of the provisions of the law of any territory in which the Policy operates relating to the Insurance of liability to Third Parties **but**, the Policyholder shall repay to the Insurer any such amount which the Insurer would not have been liable to pay but for the provisions of such law.

### 8 Disclosure of Penalty Points

If you, or any driver whose driving is covered by the Policy, are convicted of and offence under the Road Traffic Acts, the following information must be disclosed before the next renewal date of the policy:

1. The type of Offence(s)
2. The number of penalty points imposed for the offence(s)

## CONDITIONS (CONTINUED)

3. The dates of conviction(s)
4. The Driver Number(s), printed on the driving licence(s), of the driver(s) on whom the penalty points have been imposed.

### **Deferment clause**

If any offence, for which you or any other driver whose driving is covered by the Policy have been convicted in the expiring Period of Insurance has been disregarded when calculation renewal terms and premium, the Insurer may at its option treat such offence as having arisen during the Period of Insurance shown in the Renewal Schedule.

## **9 Cooling off Period**

You have the right to withdraw from this policy within 14 days of the starting date of cover or the date on which you receive full terms and Conditions of the Policy whichever is later provided a) there has been no claim made b) the Certificate and Disc of Insurance issued to you has been returned to us.

If you choose to exercise this right it will mean that no Policy was ever in place and we will refund any premium paid. No claim may be made at a later date.

## **10 Financial or Trade Sanctions**

The Company shall not provide any coverage or be liable to provide indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any economic, financial or trade sanctions or prohibition or restriction imposed by law or regulation in any relevant jurisdiction

## NOTES FOR THE GUIDANCE OF POLICYHOLDERS

### (not forming part of the Policy)

#### Drivers

No person other than those named on the Certificate of Insurance may drive. If you want to change or add a driver we may require a form to be completed in respect of the new driver showing that persons name, age and driving history. An additional premium may be required.

**Remember** - no driver may drive your vehicle without a valid Certificate of Insurance.

#### Change of Vehicle

We shall need to know

1. Make and exact model
2. Year of make
3. Estimate of present value
4. Engine capacity
5. Registration number
6. Date of purchase
7. Whether the car has been modified
8. Date insurance of current vehicle is to cease

**Remember** - you must not drive the vehicle on the road until you have a new Certificate of Insurance and Insurance Disc.

#### Change of address

Just give us details of your new address and the date of the change.

Remember for all changes where you receive a new Certificate of Insurance and/or Insurance Disc to return the old Certificate of Insurance and/or Insurance Disc.

#### Going abroad

Full policy cover applies only in the Republic of Ireland and the United Kingdom. To ensure that your current level of protection is maintained for travel to any other country you must let us know **before** you make the trip.

We shall need to know the dates of your trip and the countries to be visited. We will tell you if there is an additional premium and issue a Foreign Use Extension which includes:

- Confirmation of the dates and countries to be visited
- Claims procedure notes - what to do if an accident occurs
- Accident Statement Form - to help you at the scene of an accident
- Claims Settling Agents List - who to contact abroad and where

Green Cards are not necessary for travel in most European countries. For travel to a country which still requires a Green Card to be issued, this will also be included at no additional expense.

You **must** remember to take your Policy and Certificate of Insurance with you.

## Help us to help you

At the time of the accident don't admit liability. Many people feel apologetic about accidents for which they are not responsible (aggression doesn't signify innocence either). Let us deal with the liability issue!

Please make a note of the name, address and insurance information (company & policy number) of the other people involved.

Make a note of the registration numbers and positions of any vehicles. Obtain names of any witnesses and Gardai involved.

Tell us about the accident as soon as possible by calling 01 2901926.

We do not require an accident report form to be completed in every case. We operate an Recommended Repairer Network which may be able to provide you with assistance in relation to the damage to your vehicle.

Please forward any communication received to us without delay.

## What the law requires in the case of an accident

For your guidance paragraphs a) to d) below are extracted from the 'Rules of the Road'.

- a) Any driver involved must stop his/her vehicle and keep it at the scene of the accident for a reasonable time. However, to avoid obstruction and danger to other road users, the positions of the vehicles should be marked and the vehicles moved off the actual carriageway as quickly as possible.
- b) Any driver must, if requested, give
  - his/her name and address
  - the name and address of the vehicle owner
  - the vehicle registration number
  - evidence of Insurance
 to a Garda, or if no Garda is present, to anyone present who was involved in or affected by the accident - in any other case the information must be given, if requested, to an independent witness.
- c) Where a person or persons are injured, the accident must be reported at the nearest convenient Garda Station if no Garda is present at the scene of the accident.
- d) Where damage to property only is involved it is not necessary to report the accident at a Garda Station provided the driver gives necessary particulars as b) above to the person whose property has been damaged.

If you are involved in an accident with a visiting motorist, report the accident to the Motor Insurers Bureau of Ireland, 5 Harbour Place, IFSC, Dublin 1, DO1 E7E8. Phone: (01) 676 9944

## RSA CUSTOMER SERVICE

### Important Notice

We are pleased to provide you with the following information of which you should be aware before concluding a contract of insurance with us.

### Law applicable to Contract

Under relevant European Union (Insurance and Reinsurance) Regulations 2015 and Irish law the parties to a proposed contract of insurance (RSA and you, the Proposer) are free to choose the law applicable to that contract. We propose that Irish law will apply to the contract.

The insurer with which your contract will be concluded is RSA Insurance Ireland DAC which is established in Ireland.

### Customer Complaints Procedure

We are committed to providing our customers with a high standard of service at all times. If you have a complaint in connection with company service, the details of your policy, perceived conflict of interest or treatment of a claim please contact your Insurance Broker or our Customer Service team at;

RSA Insurance Ireland DAC  
 RSA House  
 Dundrum Town Centre  
 Sandyford Road  
 Dublin 16  
 D16 FC92.  
 Telephone: 01 290 1000  
 Outside Ireland: 00353 1 290 1000  
 Email: [complaints@ie.rsagroup.com](mailto:complaints@ie.rsagroup.com)

In the event of the issue not being resolved

You may contact:

Insurance Ireland's Insurance Information Service

5 Harbourmaster Place  
 IFSC

Dublin 1

Eircode D01E7E8

Tel: (01) 676 1820

Email: [feedback@insuranceireland.eu](mailto:feedback@insuranceireland.eu)

The service provided by Insurance Ireland can advise You on how to continue further; and may be able to help sort the problem out. Contacting Insurance Ireland will not affect Your right to refer Your complaint to the Financial Services and Pensions Ombudsman.

You may be eligible to bring Your complaint to the Financial Services and Pensions Ombudsman ("FSPO"), however a complaint must first be raised with RSA Insurance prior to proceeding to the FSPO as RSA's final Response letter will be required to start the FSPO process.

Financial Services and Pensions Ombudsman

Lincoln House

Lincoln Place

Dublin 2

D02VH29

Tel: (01) 567 7000 or

Email: [info@fspoi.ie](mailto:info@fspoi.ie)







RSA, RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16.  
Telephone 01 290 1000

RSA is a registered business name of RSA Insurance Ireland Designated Activity Company (DAC). RSA Insurance Ireland DAC trading as RSA is regulated by the Central Bank of Ireland and registered in Ireland under number 148094 with registered office at

RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16.

The underwriter is RSA Insurance Ireland DAC which is a member of the RSA Group.