



**PRIVATE MOTOR**  
Policy Document

## MAKING A CLAIM

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 Claims Assist Teams are available 24 hours a day, 365 days a year to assist you with your queries.

1. Telephone our Claims First Notification Line immediately to notify them of your claim. Our Claims Team will advise you what to do next and issue all appropriate documentation.
2. If you have Comprehensive cover you can use our Recommended Repairer Network. If your car cannot be driven or if it is disabled they will tow your car. This will safeguard the car from any 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 (The Excess) and then take delivery of your car.

## HELPFUL NUMBERS

Claims	091 762 727
Approved Windscreen Glass Repairer	01 460 6900
RSA Broker Motor Insurance Assist Helplines	ROI 01 832 8358 NI 00 353 1 832 8358
Legal Assist Helpline	01 670 7470

<b>CONTENTS</b>	<b>PAGE</b>
<b>Customer Service</b>	4-5
<b>Definitions</b>	6-7
<b>Understanding the Policy</b>	8-9
<b>Sections</b>	
<b>Section 1</b> - Liability to Third Parties	10-11
<b>Section 2</b> - Loss of or Damage to Your Car by Fire or Theft	12
<b>Section 3</b> - Windscreen Cover	12
<b>Section 4</b> - Accidental Damage	12-15
<b>Section 5</b> - Additional Protection	15-19
<b>Section 6</b> - No Claims Discount	20-21
<b>Section 7</b> - Overseas Protection	22
<b>Section 8</b> - Roadside Assistance	22-26
<b>Section 9</b> - Legal Assistance	26-28
<b>Section 10</b> - Additional Endorsements	28
<b>General Exceptions</b>	28-29
<b>Conditions</b>	29-33
<b>Notes to Help You</b>	34-35
- Drivers	34
- Changing a vehicle	34
- Change of address	34
- Help Us to help you	34-35
- What the law requires in the event of an accident	35
<b>Data Protection</b>	36-40

**IMPORTANT: The current Schedule shows the Sections of this Policy which apply.**

*Issued by RSA Broker Motor Insurance Ireland Limited on behalf of:  
RSA Insurance Ireland DAC, RSA House, Dundrum Town Centre, Sandyford Road, Dublin 16.*

## **RSA Broker Motor Insurance CAR INSURANCE POLICY**

Thank you for choosing RSA Broker Motor Insurance for your car insurance needs. RSA Broker Motor Insurance Limited is authorised as a Multi-Agency Intermediary under Section 10 of the Investment Intermediaries Act, 1995(as amended). RSA Broker Motor Insurance Ireland Limited Trading as RSA Broker Motor Insurance is regulated by the Central Bank of Ireland. RSA Broker Motor Insurance is part of the RSA Insurance Group plc and RSA Broker Motor Insurance Policies are underwritten by RSA Insurance Ireland DAC. RSA Insurance Ireland DAC trading as RSA is regulated by the Central Bank of Ireland.

### **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.**

Provided the premium has been paid by you we will provide insurance in accordance with the policy cover indicated in the Schedule.

The Proposal Form signed by You / Statement of Fact and Declaration is the basis of the contract.

Your policy is in four parts:

- the Proposal Form / Statement of Fact and Declaration
- the Policy wording in this booklet
- the Schedule, which has your details and the details of your vehicle
- the Certificate of Insurance.

Please read the entire Policy, Proposal Form / Statement of Fact, Schedule, the Certificate of Insurance and any other Endorsement or document which we may issue and inform us immediately if there are any errors, or if you are not happy with the Policy.

It is advisable to keep all insurance documents in a safe place for future reference.

We are committed to offering the highest standard of service to all our customers but, if you are not satisfied for any reason, please refer to the information below which outlines your options

## Customer Complaints Procedure

### 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 RSA Broker Motor Insurance Customer Services Team at:

RSA Broker Motor Insurance, PO BOX 12888, Dublin 17. Phone (091) 762 727.

If your complaint is not resolved to your satisfaction you may contact the: Customer Complaints Manager, RSA Insurance Ireland DAC, RSA House, Dundrum Town Centre, Sandyford Road, Dublin 16  
Telephone no 1890 290 100 – Outside Ireland Telephone No. +353 1 290 1000  
Email: [complaints@ie.rsagroup.com](mailto:complaints@ie.rsagroup.com)

In the event of your complaint still not being resolved to your satisfaction you may contact The Insurance Information Service, Insurance Ireland, Insurance Centre, 5 Harbourmaster Place, IFSC, Dublin 1, D01 E7E8. Telephone (01) 676 1820 or the Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Telephone (01) 5677000.

You may only appeal a Financial Services and Pensions Ombudsman finding to the High Court. We will not bear the cost of any appeal you bring.

## DEFINITIONS

<b>We/us/our</b>	RSA Insurance Ireland DAC
<b>You/your/ Insured</b>	The person named as the Insured on the Certificate of Insurance
<b>Your Car</b>	Your vehicle the registration number of which is shown on the Certificate of Insurance
<b>Certificate of Insurance</b>	This document is evidence of your motor insurance contract with us. It describes the vehicle covered under your Policy, drivers who may drive Your Car and the purposes for which the vehicle may be used. It also shows the Period of Cover
<b>Schedule</b>	This document shows the Sections of the Policy which apply and so describes the cover provided
<b>Period of Insurance</b>	The period for which we have accepted premium and issued a Certificate of Insurance
<b>Proposal Form</b>	The form signed by you and which describes you and details of the vehicle, drivers and all Material Information relevant to the cover requested
<b>Statement of Fact</b>	A record of information provided by You which describes You and details of the vehicle, drivers and all Material Facts/Information relevant to the cover requested. This document confirms Your agreement that the statements made by You or on Your behalf are true and complete to the best of Your knowledge and belief. The information contained in the Statement of Fact has been relied upon and shall be incorporated in the contract between You and Us.
<b>Excess</b>	The amount you must pay towards a claim for loss of or damage to Your Car
<b>Inexperienced Driver</b>	A driver with a learner permit or provisional licence who has not reached the age of 25 years at the commencement of the Period of Insurance as shown on the current Schedule of Insurance
<b>Accessory</b>	Items offered as optional extras by the car manufacturer and permanently fitted to your car
<b>Material Fact/ Information</b>	Any information or detail relating to your insurance which would affect the premium or the cover under this Policy
<b>Road Traffic Acts</b>	The Road Traffic Acts of and from 1961, any amendments, replacements and subsequent related Statutory Instruments

**Person Whose Liability is Covered**

- a) You, The Insured
- b) Any person specified as a person whose liability is covered in the effective Certificate of Insurance
- c) Any passenger in, getting into or getting out of Your Car (but not the driver or any person in charge of the vehicle for the purpose of driving) solely in respect of liability incurred under the Policy

**Personal Effects**

Property normally worn, carried or used about the person in everyday use

**Pre Accident Value**

The market value of Your Car immediately before the incident but not exceeding any value declared to us by you prior to any loss or damage

**Territorial Limits**

Unless otherwise stated the cover provided by this Policy is in respect of incidents occurring 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)

## UNDERSTANDING THE POLICY

The Schedule and Certificate of Insurance form part of this Policy and should be read in conjunction with this booklet to ensure that the cover provided meets your insurance needs.

The Sections covered under the Policy are shown on the Schedule.

The Policy sets out the extent of the cover and benefits provided. As with all insurance contracts there are Exceptions and Conditions which apply to the cover. The Policy also sets out RSA's and your rights and responsibilities.

Definitions of terms commonly used in this Policy have been included to assist you. Any other word or expression to which a particular meaning is given will have the same meaning wherever it appears in this Policy. If there is anything you do not understand or require to be clarified, please contact **your Broker immediately**.

The insurer that you have entered a contract with is RSA Insurance Ireland DAC.

All monies which are or may become due under this Policy will, in accordance with Section 93 of the Insurance Act 1936, be payable and paid in the Republic of Ireland. All monies which become due under the contract shall be paid in Euro currency amounts unless otherwise agreed by us.

Stamp duty has or will be paid in accordance with the provisions of Section 5 of the Stamp

Duties Consolidation Act, 1999 (as amended).

### Law applicable to Contract

Under relevant European and Irish Law the parties to a proposed contract of insurance (we, RSA and you, the Insured) are free to choose the law applicable to that contract. We propose that Irish law will apply to this contract.

Communications between you and us about this Policy will be in English.

You and we agree the following:

1. The Proposal Form / Statement of Fact, and the information and Declaration contained in this document, are part of this contract
2. We will, for any Period of Insurance for which we accept premium and issue a Schedule provide insurance subject to the Terms and Exceptions and Conditions of this Policy for any accident, injury, loss or damage occurring in the Territorial Limits (unless otherwise stated)
3. Before we can make a payment under this Policy, the following conditions



must be met:

- The Insured, or any other person claiming indemnity, must, without exception, comply with the Terms and Conditions of this Policy
- The Premium must have been paid
- The statements and answers given in the Proposal Form / Statement of Fact and Declaration must be correct and complete to the best of your knowledge and belief. Any change in Material Information must have been notified to, received and accepted by us.

### **Duty of Disclosure**

The information provided by the Insured is shown in the Proposal Form / Statement of Fact. Please check that all of the information is accurate. If there are any errors please contact us immediately.

Your attention is drawn in particular to Condition 5 of this Policy. The cover granted and the premium calculated for your risk are based on the information provided by you. We must be told immediately of any change in the risk which materially affects this insurance. Failure to disclose all material information could invalidate the cover or result in the rejection of a claim.

Misrepresentation or non disclosure of a material fact in order to obtain insurance may be considered fraud. We may provide details of any such fraud to the appropriate authorities and this may result in prosecution.

## Section 1 Legal Liability to Third Parties

### 1. Indemnity

We will cover you or any Person whose Liability is Covered against legal liability for damages and claimants costs for:

- a) Death or Bodily Injury to any person (other than an Excepted Person)
- b) Damage to property up to a limit of €30 million in the event of any accident caused by or through or in connection with:
  - i) Your Car
  - ii) A trailer or disabled mechanically propelled vehicle which is attached to or being towed by Your Car as permitted by law
  - iii) Any detached single-axle trailer not exceeding one half tonne unladen weight but excluding caravans, mobile homes, trailer tents, boat trailers, and any trailer which incorporates machinery or other equipment

Provided that the person claiming indemnity (other than you, the Insured)

- i) is not entitled to indemnity under any other policy
- ii) has, as though they were the Insured, observed all of the Terms Exceptions and Conditions of the Policy.

### 2. Driving Other Cars

If item 5(b) is shown on the effective Certificate of Insurance we will cover you (Third Party Only) under this Section while you are personally driving a vehicle described in item 5(b) provided that You are aged 25 years of age or over Full Irish, Full UK or Full EU Driving Licence and the vehicle:

- is under 2000 cubic centimetres engine capacity, and;
- does not belong to you, or is not on hire to you under a hire purchase agreement, or on lease to you under a Leasing Agreement,
- is being driven by You within the Republic of Ireland, and;
- is currently registered in the Republic of Ireland, and;
- does not have your driving of it insured elsewhere, and;
- is being driven by you with the owner's permission and it has been under your control for less than 30 days.

### 3. Legal Personal Representatives

If any person dies and they have incurred any liability which is covered under this Section we will cover their legal personal representatives subject to the Terms Conditions and Exceptions of this Policy.

### 4. Special Provision in respect of United Kingdom use

We will pay for emergency treatments as required by the Road Traffic Acts in respect of any incident arising while Your Car is being used in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

## 5. Legal Costs

If an incident occurs which gives rise to a claim under this Section we will pay

- a) the solicitors fee for representation at any Coroners inquest in respect of any death
- b) the solicitors fee for defending any proceedings in a Court of Summary Jurisdiction
- c) the cost of legal services for defence in the event of proceedings being taken for manslaughter or dangerous driving causing death or serious bodily harm up to an amount of €5,000
- d) all other costs and expenses incurred with our written consent up to €7.5 million.

## 6. EU Extension

We will provide cover under this Section while Your Car is in any country within the European Union and any other country which is included by EU Directive (72/166/CEE Article 7).

The cover provided by this Sub Section complies with the compulsory insurance requirements of such countries or as required by the relevant Road Traffic Acts.

### Exceptions to Section 1

We will not provide indemnity to any Person claiming under this Section 1 in respect of

- a) damage to any vehicle covered by this Policy or any property in or on the vehicle
- b) damage to property owned by or in the possession or custody or control of a Person Whose Liability is Covered
- c) any person claiming in respect of injury sustained while that person is a driver of or is in charge of a vehicle insured under this Policy for the purposes of driving.
- d) any Person whose Liability is Covered unless the person holds a licence to drive the Insured Vehicle or has held and is not disqualified from holding or obtaining such a licence.
- e) use of the car in or on airports, aerodromes, airfields or military bases.

In this Section any reference to a vehicle includes any trailer attachment or other vehicle connected to the vehicle described in the current Certificate of Insurance.

**NOTE:** Laws relating to Compulsory Insurance

If we are obliged by the law of a country to make a payment, for which we would not otherwise be liable under this Policy, you will repay any amount paid.

## **Section 2**

### **Loss of or damage to Your Car by Fire or Theft**

We will pay for any loss of or damage to Your Car and its Accessories and spare parts while they are in or on Your Car caused by fire, lightning, explosion, theft or attempted theft.

#### **Excess**

An Excess may apply to a claim under this Section. The amount of any Excess will be shown against this Section on the Schedule.

#### **Inexperienced Driver Excess**

The Excess shown on the Schedule against this Section is increased by €250 if Your Car is being driven by or is in the charge of an Inexperienced Driver at the time of the loss.

## **Section 3**

### **Windscreen Damage**

We will pay, up to a limit of €400, for the cost of replacement or repair, if appropriate, of the windscreen or the glass in Your Car if the repair or replacement is carried out by a repairer approved by us.

If you select an alternative repairer the maximum that we will pay is €225.

Two claims within the period of insurance under this extension, will not affect your entitlement to a No Claims Discount.

## **Section 4**

### **4A Accidental Damage**

We will pay for accidental damage to Your Car and its Accessories and spare parts while they are in or on Your Car.

#### **Excess**

An Excess will apply to any claim under this Section. The amount of this Excess is shown against this Section on the Schedule.

#### **Inexperienced Driver Excess**

The Excess shown on the Schedule against this Section is increased by €250 if Your Car is being driven by or is in the charge of an Inexperienced Driver at the time of the loss.

## 4B Comprehensive Driving Other Cars

**Note: You can only avail of this cover if the product that you have purchased is the DELUXE product and the cover you have chosen and paid for is COMPREHENSIVE. In addition, the cover is subject to the criteria detailed below.**

If item 5(b) is shown as active on current Certificate of Insurance we will cover You under the terms of Sections 2, 3 and 4 while You are personally driving a vehicle as described in item 5(b) provided that You are aged 25 years of age or over and hold Full Irish, Full UK or Full EU Driving Licence and the vehicle:

- is under 2000 cubic centimetres engine capacity, and;
- has not been modified in any way, and;
- does not belong to you nor is on hire or lease to you under a hire purchase agreement or leasing agreement,
- is lost or damaged within the Republic of Ireland, and;
- is currently registered in the Republic of Ireland, and;
- does not have your driving of it insured elsewhere, and;
- is being driven by you with the owners permission and it has been under your control for less than 30 days.

We may decide to repair or replace the other car you have driven or any part of it, or pay a cash amount for the loss or damage up to a total of €50,000.

The Excess applies to any claim for loss or damage to any vehicle driven under the terms of this sub section.

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

- a) If Your Car is lost, or in our opinion is damaged beyond economical repair we may at our option arrange or authorise either
  - i) repair of Your Car or
  - ii) replacement of Your Car with a car of the same manufacture, model, condition and year of manufacture
 If we replace Your Car under this Clause we shall become entitled to possession and ownership of that car.
- b) If to our knowledge Your Car 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.
- c) If Your Car is disabled by any loss or damage covered under this Policy we will pay for the reasonable cost of its protection and its removal to the nearest competent repairer. After repairs have been completed we will also pay for the redelivery of Your Car to your address as stated on the Certificate of Insurance.
- d) We may ask you to place Your Car in a safe place agreed by us pending its repair or disposal.

- e) Our maximum payment for any loss or damage under Section 2 or 4 will be the pre accident value of Your Car immediately preceding the incident but will not exceed any value declared to us prior to the loss.
- f) If any spare part is lost or damaged and we cannot get a replacement from stock in the Republic of Ireland we will pay the cost of this part as shown in the last price list issued by the manufacturer for use in the Republic of Ireland.
- g) If the damage to Your Car is contributed to or caused by it being driven through or into flood, submerged road or any body of water the Excess applicable to any such claim will be twice the amount shown on the current Schedule.
- h) We will pay a fire authority, up to a limit of €1,000, in respect of reasonable charges for which You are legally liable under the Fire Services Act 1981 in respect of any incident giving rise to a valid claim under this Policy.

## **Exceptions to Section 2, 3 and 4**

### **We will not pay for**

- a) loss of use, depreciation, wear, and tear, mechanical, electrical, electronic, or computer failures or breakdowns or breakages
- b) damage to tyres caused by the application of brakes or by road punctures cuts or bursts
- c) loss destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- d) any loss or damage in respect of Satellite Navigation equipment or games consoles and equipment
- e) loss or damage to radio or mobile telephones, their component parts or ancillary equipment
- f) loss or damage to audio equipment unless permanently fitted to Your Car as standard equipment by the manufacturer and included in the value of Your Car declared to and accepted by us
- g) replacement of locks of Your Car following loss of, damage to, or theft of keys or locking devices which occurs without the theft of Your Car
- h) theft and/or unauthorised taking of Your Car by any member of your family or any person who lives with you
- i) loss or damage due to theft or any attempted theft occurring while Your Car is unlocked and/or the keys or locking device were in the ignition or stored in the vehicle
- j) any loss of or damage caused to Your Car arising out of, or caused by,

the use of contaminated fuel or the use of incorrect fuel or the use of inappropriately treated fuel

- k) the cost of hiring another vehicle
- l) the first €1000 of any claim in relation to any loss as a result of deception or any fraudulent action by a purported purchaser or his or her agent.
- m) the cost of parts in excess of the manufacturers list price as last published in the Republic of Ireland
- n) that part of the cost of any repair or replacement which improves Your Car beyond its condition or value before the loss or damage occurred
- o) any loss or damage arising from the confiscation of Your Car by or under order of any government, police authority, or public or local authority
- p) any loss or damage resulting to Your Car caused by the taking and/or returning of it to the legal owner
- q) any loss or damage arising from any deliberate act by any Person Whose Liability is Covered
- r) any additional cost of importing spare parts or accessories from outside the European Union

## Section 5

### 5A Additional Protection

**Note: This cover applies to you if the product that you have purchased is the ECONOMY product and the cover you have chosen and paid for is COMPREHENSIVE.**

#### Personal Belongings

If 5A is shown on the current Schedule of Insurance, We will pay you, or at your request the owner of the property, for any loss or damage to personal effects and clothing while in Your Car provided that

- a) the damage or loss is due to fire theft attempted theft or accidental means
- b) we will not pay for the first €50 of any loss under this section, and the most we will pay is €250
- c) payment to any person other than you will be made direct to that person
- d) if Your Car was unattended, Your Car was locked and the item(s) claimed for were not in view.

## Exceptions

We will not pay for any 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 mobile telephones, satellite navigation systems, televisions or DVD/Video recorders, portable electronic devices including but not limited to ipods, ipads, tablets, music players, media players, laptop computers and in each case similar devices and their component parts or ancillary equipment or parts
- iv) jewellery

If the loss or damage under this sub-section is caused by fire, theft or attempted theft and by no other cause your No Claims Discount will not be affected.

## 5B Additional Protection Plus

**Note: These benefits apply to you if the product that you have purchased is the DELUXE product and the cover you have chosen and paid for is THIRD PARTY, FIRE & THEFT.**

### 1. Personal Belongings Increased Benefit

If 5B is shown on the current Schedule of Insurance, We will pay you, or at your request the owner of the property, for any loss or damage to personal effects and clothing while in Your Car provided that

- a) the damage or loss is due to fire theft attempted theft only
- b) we will not pay for the first €50 of any loss under this section, and the most we will pay is €500
- c) payment to any person other than you will be made direct to that person
- d) if Your Car was unattended, Your Car was locked and the item(s) claimed for were not in view.

## Exceptions

We will not pay for any 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 mobile telephones, satellite navigation systems, televisions or DVD/Video recorders, portable electronic devices including but not limited to ipods, ipads, tablets, music players, media players, laptop computers and in each case similar devices and their component parts or ancillary equipment or parts
- iv) jewellery

If the loss or damage under this sub section is caused by fire, theft or attempted theft and by no other cause your No Claims Discount will not be affected. There is no cover under this subsection for accidental damage.



## 2. Child Seats

If loss or damage to a child seat or a booster seat is caused by fire, theft, or attempted theft we will pay the cost of replacement of the seat provided that

- a) the seat is designed for use in a private car and has been used in accordance with the manufacturers specifications
- b) in the event that the loss or damage is a result of theft or attempted theft force has been used to gain entry to Your Car
- c) the loss or damage occurs in direct connection with an incident giving rise to a valid claim under this Policy.

If the loss or damage under this sub section is caused by fire, theft or attempted theft and by no other cause your No Claims Discount will not be affected.

## 5C Additional Protection Max

**Note: This cover applies to you if the product that you have purchased is the DELUXE product and the cover you have chosen and paid for is COMPREHENSIVE.**

### 1. Personal Belongings Increased Benefit

We will pay you, or at your request the owner of the property, for any loss or damage to personal effects and clothing while in Your Car provided that

- a) the damage or loss is due to fire theft attempted theft or accidental means
- b) we will not pay for the first €50 of any loss under this section, and the most we will pay is €500
- c) payment to any person other than you will be made direct to that person
- d) if Your Car was unattended, Your Car was locked and the item(s) claimed for were not in view.

### Exceptions

We will not pay for any 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 mobile telephones, satellite navigation systems, televisions or DVD/Video recorders, portable electronic devices including but not limited to ipods, ipads, tablets, music players, media players, laptop computers and in each case similar devices and their component parts or ancillary equipment or parts
- iv) jewellery

If the loss or damage under this sub section is caused by fire, theft or attempted theft and by no other cause your No Claims Discount will not be affected.

## 2. Child Seats

If loss or damage to a child seat or a booster seat is caused by fire, theft, attempted theft or by accidental means we will pay the cost of replacement of the seat provided that

- a) the seat is designed for use in a private car and has been used in accordance with the manufacturers specifications
- b) in the event that the loss or damage is a result of theft or attempted theft force has been used to gain entry to Your Car
- c) the loss or damage occurs in direct connection with an incident giving rise to a valid claim under this Policy.

If the loss or damage under this sub section is caused by fire, theft or attempted theft and by no other cause your No Claims Discount will not be affected.

## 3. Medical Expenses

We will refund medical expenses up to the sum of €100 per person, for You or the driver or any other occupant of Your Car in connection with any bodily injury caused by violent accidental external and visible means in direct connection with Your Car. The maximum we will pay in any one period of insurance is €1000.

## 4. Personal Protection

If You or your spouse or Civil Partner sustain an injury the benefits shown below will be paid provided the injury is sustained

- i) in direct connection with Your Car or
- ii) while getting into or getting out of any other private car which does not belong to you (nor hired or lent to you under a hire purchase agreement) by violent accidental external and visible means and independent of any other cause and provided the loss occurs within 12 months of the incident
  - i) Death €25,000
  - ii) Total and irrecoverable loss of sight of one or both eyes €25,000
  - iii) Total loss by physical severance at or above the wrist or ankle of one or more limbs €25,000

Payment will be made only under one item shown above in respect of any one event. Our total liability will not exceed €25,000 in any one Period of Insurance in respect of each person. In the event of a payment in respect of Death, the payment will be made to the personal legal representatives of the deceased.

## Exceptions

We will not pay under this sub section in respect of any death or injury

- a) arising out of suicide or attempted suicide
- b) if the person claiming indemnity is travelling in a vehicle the driver of which has consumed alcohol and or drugs to a level in excess of that

permitted by law or has been convicted or has had a fixed penalty imposed in connection with the incident in which the injury giving rise to the loss was sustained.

If the only claim under your policy is in respect of payment under this sub section and for no other reason or loss your No Claims Discount will not be affected and no Excess will be deducted.

## **5. Temporary Replacement Car**

If Your Car is damaged and out of use as a result of loss or damage covered by this Policy We will pay for hire charges for a temporary replacement car provided to You through Our approved repairer or You may hire a replacement car from a recognised self drive hire operator.

The maximum amount which We will pay for any car hire charges will be €200 in respect of any incident giving rise to a claim under this Policy.

Cover under this sub section does not apply if the only damage to Your Car is windscreen or glass breakage or consequent scratching of bodywork.

The cover provided by this Policy does not automatically apply in respect of the hired car. Before driving the hired car you must transfer your insurance.

## **6. Fuel Decontamination**

If the engine of Your Car is damaged as a direct result of the use of incorrect fuel we will pay the cost of decontamination. The maximum amount which we will pay is €700. No payment will be made for replacement parts.

## **7. New Car Replaced**

If Your Car is lost and not recovered, or damaged beyond economic repair, within twelve months of its first registration as new by you, we may in lieu of making a monetary payment, replace Your Car with a new vehicle of the same model and manufacture subject to availability.

If we replace Your Car we shall become entitled to possession and ownership of the replaced car. This cover is subject to there being a valid claim under your Policy.

## Section 6 No Claims Discount

### Section 6a No Claims Discount

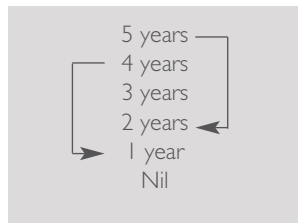
Provided no transfer of interest in this Policy has occurred and no claim has arisen during the Period of Insurance the renewal premium will be reduced by a No Claim Discount based on our five year scale.

If a claim arises during any Period of Insurance for which the premium has been reduced by a No Claim Discount the discount shall reduce to Nil.

### Section 6b Step Back No Claims Discount

If a claim arises during the Period of Insurance for which the premium has been reduced by a No Claim Discount the discount to be applied from the next renewal shall be reduced by the equivalent of three years on our scale.

If two or more claims arise during a single Period of Insurance the No Claim Discount shall reduce to Nil



### Section 6c Protected No Claim Discount – One Claim in 3 Years (Unlimited)

If not more than one claim is made within a three year period prior to the renewal of the Policy the Step-back Clause will not be applied.

Where these limits are exceeded your No Claim Discount will be stepped back in accordance with 6b above.

No Claims Discount Protection shall not apply to any event that may give rise to a claim under this Policy if at the time of calculation of the No Claims Discount the claim or incident has not been finalised. If a claim or any incident that might result in a claim arises during any period of insurance the no claims discount will not be advanced at the next renewal.

Please note that although Your No Claims Discount years may be protected, Your premium may increase due to the claims paid under Your policy or We decide it necessary for any other reason.

## Clauses Applicable to Section 6

- a) If at the time of calculation of the No Claims Discount shown on the renewal invitation
  - i) a claim has been notified to us but has not been finalised the discount will be reduced in accordance with subsection 6a, 6b or 6c whichever applies. If the claim is subsequently finalised without payment we will retrospectively apply the No Claims Discount and will return any difference in premium to you
  - ii) any claim in the Period of Insurance has been disregarded we may at our option treat any such claim as having occurred in the next Period of Insurance
  
- b) The following will not affect the No Claims Discount provided under sub sections 6a, 6b or 6c
  - i) payment under Section 1 sub section 4 Special Provision in respect of United Kingdom use
  - ii) up to two payments under Section 3 Windscreen provided Section 3 Windscreen applies to your Policy
  - iii) an incident involving a third party vehicle being driven by an uninsured driver where the identity of this driver is known provided that the policy cover that You have purchased is Comprehensive
  
- c) In addition to b) above if 6b or 6c are shown on the current Schedule of Insurance the No Claims Discount will not be affected if the only payment made is under
  - i) Section 2 Fire and Theft
  - ii) Section 5 sub section 5C (3) – Medical Expenses and if the loss or damage is caused directly by fire, theft or attempted theft
  - iii) Section 5a sub section 5A – Personal Belongings
  - iv) Section 5 sub section 5B (1) – Personal Belongings
  - v) Section 5 sub section 5B (2) – Child Seats
  - vi) Section 5 sub section 5C (1) – Personal Belongings
  - vii) Section 5 sub section 5C (2) – Child Seats
  - viii) Section 5 sub section 5C (5) – Temporary Replacement Car

## Section 7 Overseas Protection

If you use Your Car outside the Territorial Limits of the Policy the cover provided by Section 1 sub section 6 EU Extension will automatically apply.

### Fire, Theft, Windscreen and Accidental Damage

The cover you have bought under Sections 2, 3 and 4 will apply while Your Car is in, or being transported between ports in, any Green Card Country for a single visit lasting up to a maximum of 31 days. If you claim for a risk we insure, we will also cover any costs you have as a result of being forced to pay customs duty.

You may request us to extend the length of this cover by calling us, and should we agree to extend the period of cover we may ask you to pay an additional premium.

A Green Card country is any country that is a member of the European Union or a country that has according to the Commission of the European Union made arrangements to meet Article 7 (2) of the EC Directive on insurance of civil liabilities arising from using motor vehicles (number 72/166/EEC) (as amended).

Please ensure that you bring your Certificate of Insurance with you on any trip that you undertake.

## Section 8 RSA Broker Motor Insurance Assist

Assist is a 24 hour emergency breakdown assistance service. It is there to assist you in your time of need.

The choice of assistance supplied depends on the options available to the rescue provider at the time of the request for assistance. You should be aware that the cover provided will be at Mapfre Assistance's discretion as not all options are available to them at all times. e.g. car hire in a rural area may be impossible to obtain in the early hours of the morning.

### What to do?

Should you require assistance, please telephone the Roadside Assistance Helpline:

from Republic of Ireland 01 832 8358

from Northern Ireland 00 353 1 832 8358

Please have the following information available when you call:

- your exact location
- the registration number of Your Car
- your policy number
- a telephone number where you can be contacted
- a description of the problem

If you need assistance because of the theft or attempted theft of Your Car, you must report it to the Gardai or appropriate police authority before we provide assistance.

**Mapfre Assistance are responsible only for the cost of providing benefits available through RSA Broker Motor Insurance Assist. If you make your own arrangement you will not be reimbursed.**

**Definitions relating to Section 8 – RSA Broker Motor Insurance Assist only: (all other Definitions on pages 2 and 3 apply equally to this Section)**

**You/your/Insured:** Any driver including the Insured who is driving the vehicle specified on the Certificate of Motor Insurance and who is driving with the Insured's knowledge and consent.

**The Company/We** Mapfre Asistencia Compania Internacional de Seguros Y Reaseguros. S.A. T/A Mapfre Assistance Agency Ireland (Company Registration Number 903874).

**The Passengers** All non-fare paying passengers (excluding hitch-hikers) being transported in the Insured Vehicle at the time assistance is required, limited to 4 passengers.

**Insured Car** Any private car [not exceeding 1.5 tonnes total vehicle weight, which is currently insured in Republic of Ireland and which is driven within the terms of the current Certificate of Motor Insurance relating to such car].

**Territorial limit** Island of Ireland

**Period of Insurance** The period of insurance is as specified in the private car insurance policy to which this Membership Certificate attaches. Such a period is not to exceed the period of insurance specified in the private car insurance certificate.

### **Benefits**

Mapfre Assistance on behalf of RSA Broker Motor Insurance Ireland Limited Insured's will provide the following benefits:

In the event of the insured vehicle being immobilised as a result of an motor accident, mechanical breakdown, fire, theft or any attempt thereat, malicious damage, punctures that require assistance to fix or replace a wheel, lost keys, keys broken in the lock or locked in the car, Mapfre Assist Agency (the Company) will arrange and pay for the benefits set out hereafter.

### **1. Breakdown Assistance**

We will arrange

- a) One hour's free labour at the roadside if Your Car can be repaired where it is (and not at the repairer's premises); or
- b) towing of Your Car to the nearest competent repairer or to a garage of

- your choice, whichever is closer
- c) Somebody to assist you in the event of a breakdown at your home.

## 2. Completion of Journey

If repairs cannot be repaired in situ, and the Insured Car has broken down away from home, the Company can arrange and pay for at the time of the breakdown:

Onwards transportation for the Insured and passengers home or to their intended destination within the territorial limits up to a limit of €25 per person and subject to an overall limit of up to €125.

Or

Use of a Class A replacement car for up to 48 hours while repairs are carried out.

Or

Overnight accommodation for one night only, limited to Bed & Breakfast, while repairs to the Insured's vehicle are in progress, subject to a maximum value of Stg£40/€40 per person and Stg£200/€200 in total.

## 3. Message Relay

We will pass on two urgent messages for you.

## 4. Public Transportation

In the event of Insured Car being taken for repair the assistance company will provide the cost of public transportation for You to collect Your Car when the repairs are completed.

## Clauses Applicable to Section 8

1. No benefits shall be payable unless the Company has been notified and has authorised assistance through the medium of the emergency telephone number provided.
2. In the event of theft of the insured vehicle, the theft must be reported to a police station before any benefits can apply.
3. The policy number must be quoted when calling for assistance and the relevant identification produced on the demand of the repairer, recovery specialist or other nominated agent of the Company.
4. In the event of cancellation of the policy by the Insured, no return of premium shall be allowed in respect of the Motor Assistance portion of the premium.
5. Territorial limits of cover is the island of Ireland.
6. Vehicle eligible for assistance will be restricted to Private Cars or Private Cars modified for commercial use.
7. To be eligible for assistance, the Insured shall hold a current Motor Insurance policy.
8. Replacement cars are subject to commercial car hire criteria. This criteria may include, however, is not limited to the following: full



driver's licence without endorsements, a cash or credit card deposit. This criteria is not exhaustive and may change from time to time. It is also a condition of car hire that the car must be returned to the pick-up point.

9. The Insured must be with the vehicle when the repairer arrives. If the Insured is not with the vehicle and our repairer cannot assist, any subsequent assistance will be at the Insured's own cost.
10. We may refuse assistance in circumstances where a driver is clearly intoxicated or under the influence of drugs.
11. If we have to make a forced entry to the Insured vehicle because you are locked out, you must sign a declaration saying that you will be responsible for the damage.
12. Cover is not applicable if your vehicle has modifications to wheel arches, front and rear bumpers and alterations to suspension levels. Cover is not applicable for vehicles taking part in racing, trials or rallying.
13. Your vehicle shall at all times be maintained in a good mechanical and roadworthy condition and be regularly serviced and hold a current NCT certificate, if applicable.
14. We cannot accept responsibility for the transportation of pet animals or livestock carried within the insured vehicle. Any extra costs involved in the transportation of pets or alternative transportation requirements in the event of a breakdown would not be covered.
15. In the event that your vehicle is taken to your normal place of residence or location of your choice, no further recovery arising from the breakdown will be made.
16. If you cancel an assistance, you are not eligible for another call out for that assistance.
17. If you have to pay for transportation or accommodation costs in relation to that assistance, the company will only refund amounts covered by this insurance if we receive valid invoices and receipts.

## Exceptions to Section 8

We will not be liable

1. For any recurring claim due to the same cause within the last 28 days where a permanent repair has not been undertaken to correct the fault.
2. For any liability or consequential loss arising from any act performed in the execution of the assistance provided.
3. For any accident or breakdown brought about by an avoidable or wilful or deliberate act committed by the Insured.
4. For any claim arising where the vehicle is carrying more passengers or towing a greater weight than that for which it was designed as stated in the Manufacturer's specifications or arising directly out of the unreasonable driving of the Vehicle on unsuitable terrain.
5. To pay for expenses, which are recoverable from any other source.

6. For the cost of repairing the car other than outlined in the benefit, "Labour", above.
7. For the cost of any parts, keys, lubricants, fluids or fuel required to restore a vehicle's mobility.
8. For any claim caused by fuels, mineral essences or other flammable materials, explosives or toxins transported in the car.
9. For any breach of this section of the Policy or failure on our part to perform any obligation as a result of extraordinary circumstances, 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.
10. For breakdowns where your vehicle is not accessible or cannot be transported safely or legally or without hindrance using a standard transporter.
11. For any winching costs or specialist equipment. Any vehicle or equipment used other than a standard recovery vehicle which is required to move a vehicle which has left the road or is overturned or without wheels, would be considered specialist equipment. Once the vehicle has been recovered to a suitable location, normal service will be provided.
12. For punctures where no serviceable spare wheel or tyre is available.
13. For claims arising from loss of or damage to contents of your car.

## Section 9

### Legal Assistance

If you are involved in a motor accident, prosecuted for a motoring offence, need legal advice or need help with motoring emergencies, your legal expenses policy will help you 24 hours a day, 365 days a year.

This service is provided by DAS Legal Expenses Insurance Company Limited.

The following summarises the policy's features, for full information of cover, terms, conditions and exclusions, please refer to DAS Legal Expenses Insurance Company Limited

### What is covered?

#### Uninsured Loss Recovery

If you are involved in a motor accident which is not your fault, you have a legal right to claim back your losses, which are not otherwise insured, from the person who caused the accident. This endorsement to your policy will cover you for the cost of instructing and paying for a lawyer to represent you, with prior agreement from DAS Legal Expenses Insurance Company Limited.

Uninsured Losses can include:

- Compensation if you are injured and compensation for your family if you are killed.
- Your policy "excess" under your Comprehensive motor insurance policy.
- Reasonable hire charges for a replacement vehicle whilst yours is being repaired.
- Compensation for you not being able to use your vehicle.
- Repair costs if you do not have comprehensive motor insurance cover.
- Compensation for damage to your clothes, luggage or personal belongings.

### **Compensation for Injuries**

The Uninsured Loss Recovery cover will help recover compensation if you or your passengers are injured or killed in an accident involving the insured vehicle. However, in addition, cover is also provided for you if you are injured or killed when driving any other private car or motorbike and provides cover for you and your close family if you or they are injured or killed as a result of a motor-related accident as a passenger in any vehicle, or as a cyclist or a pedestrian.

### **Motor Prosecution Defence**

This legal expenses cover extends some of the cover already provided under your motor policy in respect of prosecution defence costs.

In particular, this cover will pay for your defence costs of up to €63,500, if you are prosecuted for a motoring offence arising from the use or ownership of your vehicle.

The cover applies whether or not an accident has happened and, if we agree, we will also pay the legal costs of appeals against a judgement or penalty. We cover all prosecutions, except those where the alleged offence suggests dishonesty or a parking offence.

This cover does not apply if you are driving a vehicle over 7.5 tonnes in weight.

### **How your Legal Expenses Cover will Help**

When a claim is notified, legal and insurance experts who fully understand the motor insurance market will firstly attempt to seek recovery of your entitlements from the person who caused the accident. However, if recovery of all your losses are not forthcoming, your case will be referred to a lawyer for further action. For most prosecution defence claims, arrangements will be made for a lawyer to represent you and any incurred legal costs will be paid up to €63,500.

This amount includes solicitors' and barristers' fees, court costs, expenses for expert witnesses and any other person's costs if the court decides against you.

### **24 Hour Helpline Services**

As an extra benefit to you, 24 Hour Helplines are provided to advise on any personal legal problems you may encounter.

To avail of cover contact: **DAS Helpline 01 670 7470**

## **Section 10**

### **Additional Endorsements**

The attached Endorsement(s) apply in addition to those shown on the Schedule Endorsements are subject to the Terms Exceptions and Conditions of the Policy.

### **General Exceptions**

#### **(Applying to the whole Policy)**

We will not be liable

1. in respect of any liability (in excess of the common law or any statutory liability applicable) under an agreement which would not have applied if the agreement did not exist
2. in respect of any accident, injury, loss damage or liability arising while any vehicle for which Indemnity is provided under this Policy is
  - a) being driven by or for the purposes of being driven is in the charge of any person not so permitted by the Certificate of Insurance
  - b) being used for any purpose other than in accordance with the Limitations as to Use
3. for any claim unless the person indemnified or (where applicable) the person driving:
  - a) holds a licence to drive the Insured motor vehicle and is compliant with any licensing authorities restrictions regarding the driving of the vehicle;
  - b) has held and is not disqualified from holding or obtaining such licence;
  - c) is complying with the statements on the Proposal / Statement of Fact;
  - d) is named on the Certificate of Motor Insurance.
4. in respect of any loss of or damage to property, legal liability, expense, consequential loss or bodily injury (unless required to by the Road Traffic Acts) 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) a riot or civil commotion unless you can prove that the loss, damage or injury was not caused by that riot or civil commotion
  - d) war, invasion, act of foreign enemy, hostilities or warlike operation (whether war is declared or not), civil war, rebellion revolution, insurrection or civil commotion assuming the proportions of or amounting to any uprising, military or usurped power
  - e) any act of terrorism including any action taken to control or prevent an act of terrorism If you or any other Person whose Liability is Covered alleges that this Policy covers an event that we have decided is not covered because of this Exception the onus will be on that person to prove that the event was not an act of terrorism.  
For the purpose of this Exception 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 put the public or any of the public in fear
  - f) any action in controlling, suppressing, or in any way relating to c) or d) If we allege that by reason of this Exception any liability loss or damage cost or expense is not covered the burden of proof to the contrary shall be yours In the event that any part of this Exception is not enforceable the remainder of the Exception will remain in force

## Conditions (Applying to the whole Policy)

### 1. Other Insurance

If there is another insurance policy covering the same loss, damage or liability we shall not be

liable to pay more than our rateable proportion of any claim.

We will not pay a share of any claim under Section 1 Sub Section 1 if there is another policy in

force covering the liability of a person claiming indemnity.

### 2. Accident and Claims Procedure

- a) Full details of any incident loss or damage, including any notice of prosecution or inquest must be sent to us immediately
- b) All communications from any other parties must be advised to or sent

- to us immediately upon receipt
- c) Unless we give our written consent no one will make any admission, offer or promise of payment under this Policy
  - d) We have full discretion in conducting any defence or in the settlement of any claim and in prosecuting in your name any claim for indemnity or damages
  - e) You are required to provide us with all information and assistance, including if we request it, the completion of an accident report or claim form.

### 3. Care of the Vehicle

You must take all reasonable steps to safeguard Your Car from loss or damage. You must maintain Your Car in an efficient and roadworthy condition, including but not limited to, ensuring that it has sufficient lubricant and oil to operate as prescribed by the manufacturer.

We have free access at all times to examine Your Car.

### 4. Cancellation of Your Policy and Mid-Term Alterations

#### a) Cancellation by us

The Policy may be cancelled by us by sending 10 days notice to you at your last known address. If we cancel the Policy we will return the portion of the premium for the unexpired Period of Insurance.

#### b) Cancellation by you

The Policy may be cancelled by you at any time by providing written confirmation and returning the Certificate of Insurance to us. Cover will cease from the date of receipt of your instruction or the Certificate of Insurance whichever is the later. Provided there has been no claim during the Period of Insurance we will refund the premium paid less an amount calculated at our Short Period Rates subject to Condition 4c).

#### If the Policy is cancelled within

First 14 days

1st month

2nd month

3rd month

4th month

5th month

6th month

7th month

8th month

9th month or later

#### Proportion of the premium we will refund

Refer to Condition 8 Cooling Off Period

return 80%

return 70%

return 60%

return 50%

return 40%

return 30%

return 20%

return 10%

no refund

**c) Cancellation Procedures**

No refund of premium will be made under either 4a) or 4b) above if the effective Certificate of Insurance has not been returned to and received by us.

We will deduct an amount in respect of fixed expenses from any return due to the Insured following cancellation of this Policy under condition a) or b).

**d) Mid Term Alteration**

Where any change to the cover provided by this Policy and agreed by us results in an additional or return premium of less than €25, plus the government levy at the prevailing rate, we will not charge the additional nor rebate the return premium to you.

If the mid term alteration is the permanent deletion (without replacement or substitution) of a vehicle from the Policy we shall, in the calculation of any return premium, deduct an amount in respect of fixed expenses.

**5. 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) Material Information**

The information supplied by you or on your behalf is the basis of this contract of Insurance. All information must be true. Cover may not operate if any Material Information has been withheld or is inaccurate or misleading.

We reserve the right to reassess cover and premium following notification of any Material Information.

Failure to disclose all Material Information may result in a claim being rejected, claim payment being reduced or the Policy being invalid.

**b) Fraudulent Claims**

If any claim is made by you or anyone acting on your behalf is in any way false, exaggerated or fraudulent any benefit or protection and all rights under this Policy will be forfeited. This may include refusal to pay any current or future claims, cancellation of the Policy and we reserve the right to recover payments and all costs relating to any claim already paid.

Should we take any of these actions against you, in respect of either a) and/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. Material information is any fact that RSA Insurance Ireland DAC (RSA) would regard as likely to affect the acceptance or assessment of the risk. It is recommended that you keep a record (including copies of letters) of all information supplied for the purpose of this insurance. In addition, when buying this Policy you warrant and represent to us that in respect of any information of any person which you provide to us, you have the authority of that person to disclose such information to us and for all the purposes set out in this form and to give the consents set out above on behalf of each such person.

## **6. Laws relating to Compulsory Insurance**

If we are obliged by the law of a country to make a payment under this Policy for which we would not otherwise be liable under this Policy you will repay any amount paid.

## **7. Disclosure of Convictions, Offences or Penalty Points**

If you or any driver whose driving is covered by this Policy is convicted of any Criminal offence or any offence under the Road Traffic Acts or has had a fixed penalty imposed, this is a Material Fact and the following information must be disclosed before the next renewal of the Policy:

- a) The type of offence(s)
- b) The penalty imposed including the number of any penalty points imposed
- c) The dates of the conviction(s) or penalty imposed
- d) The Driver Number printed on the licence of the driver on whom the penalty has been imposed.

If any offence occurring during the expiring Period of Insurance has not been included in the calculation of the renewal premium we may at our option treat such offence or penalty as having occurred in the Period of Insurance shown on the renewal invitation.

## **8. Cooling off Period**

You have the right to withdraw from this Policy provided

- a) there has been no claim made within 14 days of the starting date of cover or the date on which you receive the full terms and Conditions of the Policy whichever is later
- b) the Certificate and Disc of Insurance issued to you have 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.

### **9. Drink or Drugs**

We will not be liable under this Policy except so far as is required by law, if as a result of any incident giving rise a claim the person driving is convicted of or has a fixed penalty imposed for any offence involving driving under the influence of alcohol or drugs. Where any payment has been made prior to the conviction or imposition of a penalty by a court for such offence, we reserve our right to recover any payment from you.

### **10. Judgement in a Foreign Court**

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

### **11. Car Sharing**

If you receive payment as part of a car sharing arrangement in respect of the carriage of passengers in Your Car it will not be considered use for hire or reward provided that

- a) the arrangement is in respect of social or similar purposes
- b) Your Car is not constructed or adapted to carry more than 8 passengers
- c) the passengers are not being carried as part of any business.

## NOTES TO HELP YOU (Not forming part of the Policy)

### Drivers

No person other than those shown on the effective Certificate of Insurance should drive your car. If you wish to include a driver or if you wish to change 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 car without a valid Certificate of Insurance.

### Changing your car

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. If the car has been modified
8. Date the insurance on the current vehicle is to cease
9. if the change is permanent, confirmation that You are the Legal and Registered owner of this car
10. if the change is temporary, the date and time that cover is to return to your permanent vehicle.

### Change of address

Just give us the 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, please return the old Certificate and Disc.

### Help us to help you

At the time of an accident don't admit liability. Many people feel apologetic about accidents for which they are not responsible. Aggression by either party does not signify innocence either. Let us deal with the liability issue.

Please make a note of the name, address and insurance information (company and policy number) of the other people involved. Make a note of the registration numbers and the positions of any other vehicles. Obtain the names of any witnesses and Gardaí involved.

Tell us about the accident as soon as possible by calling Claims **091 762 727**. We do not require an accident report form to be completed in every case. However, we recommend that you draw a sketch which clearly shows the position of your car before and immediately after the incident while the details

are still fresh in your mind.

We operate an Approved Repairer Network which may be able to provide you with assistance in relation to the damage to your own car.

Please forward any communication received in relation to the accident to us without delay.

### **What the Law requires in the case of an accident**

For your guidance the following has been 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
  - i) Name and address
  - ii) The name and address of the vehicle owner if different
  - iii) The vehicle registration number
  - iv) 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) If any person is injured as result of the accident, the accident must be reported to the nearest 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 to a Garda Station provided the driver gives necessary particulars as b) above to the owner of the property.

If you are involved in an accident with a visiting motorist, report the accident to the Motor Insurance Bureau of Ireland, 5 Harbourmaster Place, IFSC, Dublin 1. Telephone (01) 676 9944.

### **IMPORTANT NOTICE**

- *You should never, under any circumstances, allow an uninsured driver i.e. a driver who is not named on your Certificate of Insurance, to use your vehicle. If you do, you will be personally liable for any accident that happens. If you are in any doubt on this issue or any other matter do not hesitate to contact your Broker who will assist you.*

## **RSA Broker Motor Insurance Limited Data Protection Notice**

We are committed to ensuring that your data is protected. To keep you informed, we have created this notice which will explain how we use the information we collect about you and how you can exercise your data protection rights.

### **1. Who are we?**

RSA Broker Motor Insurance Limited is part of the RSA Insurance Group. All policies are underwritten by RSA Insurance Ireland DAC. RSA Insurance Ireland DAC (RSA) provide commercial and personal insurance products and services. This notice provides details as to how both RSA Broker Motor Insurance and RSA Insurance Ireland DAC will handle your data.

### **2. Why do we collect and use your personal information?**

We will use your personal information for the provision of insurance services such as providing a quotation, underwriting a policy and handling claims under an insurance contract. We will also use your data for other related matters such as complaint handling, prevention or detection of fraud, reinsurance and statistical analyses.

When looking for a quote for a product from us, you will need to provide us with information relating to what you wish to be covered by the insurance (e.g. car make and model, your home, etc.). When buying certain products, we will on occasion need to collect special categories of data (e.g. medical history for motor insurance) and convictions history (e.g. driving offences).

We will need to process your payment information (e.g. direct debit, credit and debit card information, etc.) in order to provide your cover. To service your policy, we may communicate with you via your intermediary, if applicable, and via our website, emails, telephone calls or post. Calls may be recorded for training and verification purposes.

If you need to claim against your insurance policy, we normally need to collect information that evidences what happened in the incident. If other people are involved in the incident, we may also need to collect additional information related to them (including children) which can include special categories of data (e.g. injury and medical data, etc.).

In submitting an application to us, you may provide us with equivalent or substantially similar information relating to other proposed beneficiaries under the policy. You agree that you will bring this Privacy Notice to the attention of each beneficiary at the earliest possible opportunity. Please also ensure that anyone else who is insured under your policy has agreed to provide their personal information to us.

Data protection laws require us to meet certain conditions before we are allowed to use your personal information in the manner described in this Notice. We take our responsibilities under data protection laws very seriously,

including meeting these conditions.

In order to provide you with this detail we have prepared the following which describes the purpose to which we are using your data and the legal basis for doing so.

<b>Purpose</b>	<b>Legal Basis</b>
To provide you with a quote for an insurance product and to provide you with insurance cover if you decide to purchase a product.	Processing is necessary for the performance of a contract or in order to take steps at your request prior to entering into a contract
To assess the information you have provided and make a decision as to whether we can provide you with cover and at what price	Processing is necessary for the performance of a contract or in order to take steps at your request prior to entering into a contract;
To verify your identity and to verify the accuracy of the information we receive.	Processing is necessary for the performance of a contract or in order to take steps at your request prior to entering into a contract; To comply with legal obligations (e.g. money laundering requirements)
To administer your insurance contract and make any changes during its term, answer queries, provide updates and process a cancellation.	Processing is necessary for the performance of a contract
To make and receive any payments whether in relation to your policy or a claim.	Processing is necessary for the performance of a contract
To manage and investigate any claims made by you or another person under your policy of insurance.	Processing is necessary for the performance of a contract
To detect and prevent fraud, money laundering and other offences. To assist An Garda Síochána or any other authorised body with investigations	Processing is necessary for the purposes of our legitimate interests. This interest is to investigate and prevent potential fraudulent and other illegal activity.
To manage and investigate any complaints	Processing is necessary for the performance of a contract or in order to take steps at your request prior to entering into a contract; Processing is necessary to comply with legal obligations
For reinsurance purposes	Processing is necessary for the performance of a contract
To comply with laws and regulations	Processing is necessary to comply with legal obligations
For statistical analyses	Processing is necessary for the purposes of our legitimate interests. This interest is to improve our processes, products and services.
To make back-ups of your data in case of emergencies and for disaster recovery purposes	Processing is necessary to comply with legal obligations

### **3. How else do we collect information about you?**

Where possible, we will collect your personal information directly from you. However, on occasion we may receive information about you from other people or companies. For example:

- It was given to us by someone who is applying for an insurance product on your behalf (e.g. insurance brokers).
- It was supplied to us when you have purchased an insurance product or service that is provided by us in partnership with other companies.
- It was lawfully collected from other sources (e.g. the Integrated Information Data System ('IIDS')) to validate information you have submitted to us such as driver number and penalty points.
- Vehicle history check suppliers/ databases.
- Through credit checks.
- Through a database to determine address based risk factors (known as geocoding)
- Searches of publicly available information (e.g. online).
- The Insurance Link Anti-Fraud register (for more information see [www.inslink.ie](http://www.inslink.ie)) and other insurers.
- Other fraud prevention databases available in the insurance industry.

### **4. Will we share your personal information with anyone else?**

We may share your details with a number of external parties in order to administer your policy, handle claims and to prevent and detect fraud. For example:

- Your Intermediary & anyone authorised by you to act on your behalf.
- Our Third Party Service Providers such as technology suppliers, hosting/storage providers, payment providers and document providers.
- With other companies within the RSA Insurance Group.
- The Insurance Link Anti-Fraud register (for more info see [www.inslink.ie](http://www.inslink.ie)) and other insurance companies.
- Loss Adjusters, claims investigators, repairers, medical practitioners, solicitors and other firms as part of the claims handling process.
- Surveyors.
- Private Investigators when we need to further investigate certain claims.
- Other fraud prevention databases available in the insurance industry.
- With prospective sellers or buyers in the event that we decide to sell or buy any business or assets.
- Our reinsurers.

We may also share your personal information as a result of our legal and regulatory obligations. This can include with An Garda Síochána, other official agencies and on foot of a Court Order or Subpoena.

In order to provide you with the insurance policy, we may share your information with our service providers and on occasions, some of your personal information may be sent to other parties outside of the European Economic Area (EEA). We would only do this in compliance with the appropriate legal and technical safeguards such as the standard data

protection clauses adopted by the European Commission, Binding Corporate Rules or as a result of an adequacy decision of the European Commission

## **5. Which decisions made about you will be automated?**

Before we can sell you an insurance product or service, we may conduct the following activities, which involve automated (computer based) decision-making:

- **Pricing and Underwriting** – the process calculates the insurance risks based on the information that you have supplied. This will be used to determine if we can provide you with a policy and to calculate the premium you will have to pay.

The results of these automated decision-making processes will limit the products and services we may be able to provide you. If you do not agree with the result, you have the right to request human intervention to allow you to express your point of view and contest the decision.

## **6. For how long will we keep your information?**

Information submitted for a quotation may be retained by us for a period of up to 15 months from the date of the quotation. All information in respect of a policy (to include claims on the policy) will be held for 8 years after the ending of the client/insurer relationship to ensure we meet our regulatory obligations. We will retain call recordings for 8 years from the date of the call.

There are certain policies where we need to keep data for longer than the normal periods where we may receive claims where the claimant was not aware of the injuries until a long time after it was caused.

## **7. What should you do if your information is incorrect?**

If you think that the information we hold about you is incorrect or incomplete, please contact your intermediary or contact us and we will be happy to rectify it for you.

## **8. What are your rights over the information that is held by us?**

We understand your information is important to you, therefore you may request us to undertake any of the following actions:

- 1 Provide you with a copy of the personal information we hold about you, in a commonly used electronic format (or hard copy if you wish).
- 2 Request your personal information to be deleted where you believe it is no longer required. Please note however, this request will not be valid while you are still insured with us and where we are subject to legal or regulatory obligations.
- 3 Request that we supply a copy of the personal information you have supplied to us, to another company. We would provide the information in a commonly used electronic format.
- 4 Request that we restrict the use of your information by us.
- 5 Object to the processing of your data.

If you would like to request any of the above, please email us a request to

**ie\_dataprotection@ie.rsagroup.com** or write to us at the address contained in Section 10. To ensure that we do not disclose your personal information to a party who is not entitled to it, when you are making the request please provide us with:

- Your name;
- Address(es);
- Date of birth;
- Any policy IDs or reference numbers that you have along with a copy of your photo identification and proof of address.

All requests are free of charge although we reserve the right to charge an administrative fee for subsequent requests (such as when the request is part of a series of repeated requests over a short period of time). We endeavour to respond within one month from receipt of the request. If we do not meet this time frame, we will explain why this was in our response.

Please note that simply submitting a request does not mean we will be able to fulfil it – we are often bound by legal and legislative law which can prevent us fulfilling some requests in their entirety, but when this is the case we will explain this to you in our response.

Requests to restrict the use of your information or to object to the processing of your data may lead to RSA being unable to continue to service your policy and therefore lead to cancellation of your policy.

### **9. Changes to our Data Protection Notice.**

This notice will be updated from time to time so please check it each time you submit personal information to us or renew your insurance policy.

### **10. How do you ask a question about this Data Protection Notice?**

If you have any questions or comments about this privacy notice please contact:

The Data Protection Officer, RSA Insurance Ireland DAC, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16, D16 FC92

You may also email us at **ie\_dataprotection@ie.rsagroup.com**

### **11. How can you lodge a complaint?**

If you wish to raise a complaint on how we have handled your personal information, please send an email to [ie\\_dataprotection@ie.rsagroup.com](mailto:ie_dataprotection@ie.rsagroup.com) or write to us using the address provided in Section 10. Our Data Protection Officer will investigate your complaint and will give you additional information about how it will be handled. We aim to respond in a reasonable time, normally 30 days.

If you are not satisfied with our response you can lodge a complaint to the Office of the Data Protection Commissioner, Canal House, Station Road, Portarlington, Co Laois, R32 AP23.



RSA Broker Motor Insurance Ireland Limited

RSA Broker Motor Insurance, PO BOX 12888, Dublin 17  
Telephone: + 353 (0) 91 762727

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RSA Broker Motor Insurance Policies are underwritten by RSA Insurance Ireland DAC.

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