

ARRANGED BY



# Ivernia Total

## Motor Insurance

Policy Document

UNDERWRITTEN BY



**ZURICH**<sup>®</sup>

**Windscreen Line****+353 (0)1 8271264**

Call this 24hr number to arrange for your windscreen to be repaired or replaced.

**Claims Line (Including Personal Accident)****+353 (0)1 8271262**

Call this 24hr number if you need to report a claim on your policy.

**Breakdown Assistance****+353 (0)91 560 602**

Call this 24hr number if you need roadside assistance, home-start, car recovery or journey completion.

**Legal Expenses****+353 (0)1 8271262**

Call this number if you need to enquire about legal expenses.

**Updating your policy**

Please contact your broker if you need to make a change to your policy.

**This policy is underwritten by:**

Insurance Cover	Underwriter
Loss and Damage to the Insured Car	Zurich Insurance plc.
Liability to Other People	Zurich Insurance plc.
Breakdown Assistance	MAPFRE ASSISTANCE Agency Ireland
Legal Expenses	ARAG Legal Protection Limited
Personal Accident	AIG Europe S.A.

**Zurich Insurance plc.**

Zurich House  
Ballsbridge Park  
Dublin 4

Zurich Insurance plc is regulated by the Central Bank of Ireland. Zurich Insurance plc is registered in Ireland under registration no. 13460.

**MAPFRE ASSISTANCE Agency Ireland**

22-26 Prospect Hill, Galway,  
Ireland

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

**ARAG Legal Protection Limited**

Europa House  
Harcourt Centre  
Harcourt Street  
Dublin 2  
D02 WR20.

ARAG Legal Protection Limited is registered in Republic of Ireland number 639625. ARAG Legal Protection Limited is regulated by the Central Bank of Ireland. ARAG Legal Protection Limited is a coverholder of the Insurer ARAG Insurance Company Limited, an Irish Branch of ARAG Allgemeine Versicherungs-AG. ARAG Insurance Company Limited is authorised and regulated by the Federal Financial Supervisory Authority, BaFin (firm reference number VU5455), the regulatory authority in Germany, and is regulated by the Central Bank of Ireland for Conduct of Business rules. (Reference C191422)

**AIG Europe S.A.**

30 North Wall Quay  
International Financial Services Centre  
Dublin 1  
D01 R8H7

AIG Europe S.A. is an insurance undertaking registered with R.C.S. Luxembourg. Company registration number B 218806. AIG Europe S.A. has its head office at 35 D Avenue J.F. Kennedy, L-1855, Luxembourg.

AIG Europe S.A., Ireland Branch has its registered office at 30 North Wall Quay, International Financial Services Centre, Dublin 1, D01 R8H7. Branch registration number 908876. VAT number 3580476UH.

AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances and is regulated by the Central Bank of Ireland for conduct of business rules.

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## Welcome to Ivernia Insurance

Thank you for purchasing your Ivernia Total insurance policy. We would like to take this opportunity to welcome you as a customer of Ivernia.

Ivernia is Ireland's newest underwriting agency and committed to delivering excellence in the Irish insurance industry.

This booklet contains everything you need to know about your car insurance policy and how to contact us.

Please take time to read your policy and if you have any questions please do not hesitate to contact your broker.

## The Contract of Insurance

In consideration of the premium you have paid (or agreed to pay), we, will provide insurance in accordance with the policy cover indicated in the Schedule. This cover will apply in respect of events occurring within the Geographical and/ or Territorial Limits as detailed throughout this Booklet, during the period of insurance specified in the Schedule, or any subsequent period for which we may accept payment for renewal of this policy.

We have agreed to provide policy cover, and have calculated the applicable premium, based on information provided by you or on your behalf including but not limited to:

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

Ivernia Insurance Ltd. is regulated by the Central Bank of Ireland.

Ivernia Insurance Ltd. is registered in Ireland, registration number 298455.

## Understanding the Jargon

At the start of every section in the policy, you can review the meanings of the different terms and phrases that are used.

### Definitions

#### Accessories

Standard manufacturer parts or products specifically designed to be fitted to your car.

#### Approved Repairer

A motor car repairer that we have approved and authorised to carry out any necessary works to repair any damage made to the Insured Car following a valid claim made under the policy.

#### Approved Windscreen Repairer

A company that we have approved and authorised to carry out any necessary repairs or replacement of windscreen glass or window glass in the Insured Car following a valid claim made under the policy.

#### Certificate of Motor Insurance

The document that proves you have the insurance you need by law. The certificate shows who is insured to drive the car, the purposes of use and the cars you are allowed to drive.

#### Continuing Restrictive Condition

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

#### Courtesy Car

A car that is supplied by our approved repairer while your Insured Car is being repaired by our approved repairer or replaced following a valid claim made under the policy.

#### Excess

The amount, as shown in the schedule, that you must pay towards each claim.

#### In-Car Entertainment, Communication and Navigation Equipment

Any permanently fitted non car manufacturer audio or visual equipment. Portable devices such as GPS navigation systems, mobile phones, games consoles and DVD players are not included.

#### Insured Car

The Insured Car described in the current schedule and Certificate of Motor Insurance and any Insured Car:

- we have provided a Certificate of Motor Insurance for; and for which the insurance is still in place; or
- any Insured Car we have agreed to temporarily transfer cover to.

#### Market Value

The reasonable cost of replacing the car with one of the same make, model and similar age, mileage and condition at the time of the accident or loss.

#### Partner

Your husband or wife or civil partner or partner you are permanently living with.

#### Period of Insurance

The period shown in the schedule and the Certificate of Motor Insurance and any further period for which we agree to insure you.

#### Policy

Means this, your private car insurance policy.

#### Statement of Fact

The document completed by you, or on your behalf by either an Insurance Broker or somebody else, and all the information you gave and the declarations made at the time the insurance was arranged and on which we have relied when agreeing to offer this policy.

#### Territorial Limits

Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands, or while the Insured Car is being transported by sea, air or rail (including loading or unloading) between these places. We will automatically extend the territory to provide your full policy cover (as shown in the schedule) for;

- any country which is a member of the European Union; and
- any other country which has made arrangements to meet the minimum insurance requirements of the Commission of the European Union;
- up to 90 days in any one period of insurance.

The following cover does not apply while you are using your car outside of Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands.

- Driving other cars (*Liability to Other People*)
- Breakdown Assistance

In relation to the arrangement and administration of the policy we, us, or our means Ivernia Insurance Ltd.

### The Insured

Any driver (including the Insured) who is driving the Insured Car specified on the Certificate of Motor Insurance and who is driving with the Insured's knowledge and consent and are also a resident of the Republic of Ireland.

### The Passengers

All non-fare paying passengers (excluding hitch-hikers) being transported in the Insured Car at the time assistance is required.

### You

The person named as "the Insured" on the Schedule and the Certificate of Motor Insurance.

### We, Us, Our

In relation to the arrangement and administration of the policy 'we', 'us', or 'our' means Ivernia Insurance Ltd.

In relation to the cover provided under Loss and Damage to the Insured Car, Liability to Other People, General Conditions and General Exceptions 'we', 'us' or 'our' means Zurich Insurance plc.

In relation to the cover under Breakdown Assistance, General Conditions and General Exceptions 'We', 'Us' or 'Our' means MAPFRE ASSISTANCE Agency Ireland.

In relation to the cover under Legal Expenses, General Conditions and General Exceptions 'We', 'Us' or 'Our' means ARAG Legal Protection Company Limited.

In relation to the cover under Personal Accident, General Conditions and General Exceptions 'We', 'Us' or 'Our' means AIG Europe S.A.

### Wear and Tear

Unavoidable damage caused by general use over time.

## General Conditions

You must keep to the following conditions to have the full protection of your policy. If you do not keep these conditions potential claim payments to you may be reduced. The Insurer reserve the right not to pay a claim or if, by law, the Insurer is obliged to meet a claim, then we reserve the right to seek recovery of the payment from the Insured.

### 1. Cancelling the Policy

You have the right to cancel this policy within 14 working days of inception or renewal date without penalty and without giving any reason. This period is known as the 'Cooling-Off Period'. To do this, you must advise us (or your Insurance Broker) and immediately return the Certificate of Motor Insurance and insurance disc to us.

If you choose to cancel this policy during the Cooling-Off period, you will have to pay a proportional amount of premium for the period of time you had insurance cover, provided no claim has occurred since the inception or renewal date.

In the event of an accident or claim being reported within the Cooling-Off period, we reserve the right to retain the premium in full or request the premium in full.

To cancel your policy, return your Certificate of Motor Insurance and insurance disc to us with a written request to cancel.

We will refund your premium for any period of insurance remaining, less a cancellation fee of €20. No return of premium is allowed for Breakdown Assistance, Legal Expenses, Personal Accident or administration charges.

We do not refund any amount which is less than €15.

All premium refunds will only be issued as long as no claim or loss has arisen during the current period of insurance.

We may choose to cancel the policy by giving you 10 days notice in writing. This will be sent to your last known address.

We will refund your premium for any period of insurance remaining.

You must return your Certificate of Motor Insurance and insurance disc immediately to avoid any action we may take to recover them.

### 2. Policy Changes

You must immediately inform us about any of the following changes during the Policy period:

- you change your car;
- you sell or dispose of the car;
- you plan to modify or alter the car in any way from the manufacturer's specification
- you intend to use the car for any use not included in your Certificate of Motor Insurance;
- you change your address;

## Ivernia Total | General Conditions

- you or anyone covered by this policy are charged or convicted of a motoring offence or any criminal or dishonest act;
- you or anyone covered by this policy receive penalty points;
- you become aware of any medical or physical condition of any driver that may affect their ability to drive;
- you or any driver change occupation;
- your driving license or driving entitlements change; or
- You need to have disclosed any medical condition(s) that requires disclosing to the National Driver Licence Service (or applicable Driving Licence Authority).
- any changes to:
  - The information provided in any Proposal Form or otherwise in response to specific questions asked by us; and/or
  - the information provided and recorded in any Statement of Fact issued to you; and/or
  - the declarations made by you or on your behalf; and/or
  - any additional information voluntarily provided.

When you notify us about a change, or if we otherwise become aware of any such change, as referenced above, we may reassess the premium chargeable and Policy cover more generally.

We may refuse a claim made by you and/or any Insured driver (as the case may be) where there has been a change in the subject matter of the Policy which results in a new risk which we did not agree to cover and which was beyond your and our reasonable contemplation when the Policy was entered into.

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

### 3. Claims Procedure

If there is an accident or loss, you must contact us within 48 hours and do whatever you can to protect the car and its accessories. You or your legal representative must give us full details by phoning the claims helpline on +353 (0)1 8271262 as soon as possible, after an event which may lead to a claim under this policy.

We may also need other details in writing. If you receive any letters or documents in connection to the event, they must be sent to us before replying to them.

If you know of any future prosecutions, coroner's inquests or fatal accident inquiries you must tell us immediately in writing. You or anyone insured by this policy must not admit anything or make any offer or promise about a claim without written permission. If your car is stolen, you must tell us as soon as possible by phoning the claims line on 1890 845 860. You must also inform the Gardaí.

The Insured shall not make any admission of liability or offer or promise of payment but shall permit the Insurer to have the sole conduct of all negotiations or legal proceedings.

Subject to Condition 17, the Insurer shall be entitled to use the name of the Insured Person for the purpose of resisting or enforcing any claim and the Insured Person shall give to the Insurer all reasonable assistance in connection therewith, to include the Insured Person cooperating with us in the investigation of insured events (including by responding to reasonable requests for information in an honest and reasonably careful manner) and shall act in all cases in the best interests of the Insurer.

The Insurer shall have full power to settle any claim or part thereof and in the event of any dispute between the Insurer and the Insured Person such settlement shall have the effect for all purposes as if it were made with the concurrence of the Insured Person notwithstanding that such settlement may be made without admission of liability.

### 4. Looking After Your Car

You or any Insured Person must:

- take all reasonable steps to prevent accidents, injuries, loss or damage;
- protect the Insured Car against loss or damage, keep the car in a roadworthy condition and have a valid NCT Certificate
- have alarms, immobilisers and any fitted tracking devices working when the Insured Car is left unattended;
- give us access, at any reasonable time, to examine the Insured Car; and if asked, send us evidence of a valid NCT Certificate and
- not leave the Insured Car unlocked while unattended or leave the keys to the ignition in the Insured Car while unattended.
- You or any Insured Person must ensure that the insured vehicle is fitted with appropriate tyres, and ensure tyre tread depths comply with the legal limit.

If this condition is not complied with, we reserve the right not to pay a claim or if, by law, we are obliged to meet a claim, we reserve the right to seek recovery of any payment made by us from you.

### 5. Other Insurance

If you make a claim under this policy and there is any other insurance covering the same loss, accident, injury, loss, damage or liability, we will only pay our share of any loss, damage, compensation, costs or expenses.

If a claim arises under this policy and the loss arising is more particularly insured under another policy of insurance, the claim will not be covered under this policy.



## 6. (1) Pre-contractual Representations

You acknowledge and accept the following:

- (a) you have a legal duty prior to entering into the Policy and/or prior to the renewal of this Policy to provide responses to questions we ask in relation to the risk(s) to be insured.
- (b) a matter about which we ask a specific question is material to the risk undertaken by us or the calculation of the premium by us, or both.
- (c) you have a legal duty to answer all questions asked by us honestly and with reasonable care.
- (d) while we acknowledge that you have no legal duty of voluntary disclosure, you shall ensure that information which is voluntarily provided by you or on your behalf is provided honestly and with reasonable care.

## 6. (2) Remedies for Misrepresentation

- (a) In this Condition 6, the term “negligent misrepresentation” means a representation made without reasonable care but which was not fraudulent. Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by you or on your behalf involves a negligent misrepresentation, the remedy available to us shall reflect what we would have done had we been aware of the full facts and shall be based on a compensatory and proportionate test, as follows:
  - (i) if we would not have entered into the Policy on any terms, we may avoid the Policy from inception or renewal (as the case may be) and refuse all claims, but shall return the premium paid;
  - (ii) if we would have entered into the Policy, but on different terms, the Policy is to be treated as if it had been entered into on those different terms if we so require;
  - (iii) if we would have entered into the Policy, but would have charged a higher premium, we may reduce proportionately the amount to be paid on the relevant claim.
- (b) Where an answer which was provided, or information which was volunteered, involves a negligent misrepresentation which is identified at a time prior to there being any claim under the Policy, we may either:
  - (i) give you notice that in the event of a claim we will exercise the remedies in paragraphs (a)(i)-(iii) above as appropriate; and/or
  - (ii) terminate the Policy by giving reasonable notice.

- (c) Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by you involves a fraudulent misrepresentation, or where your conduct (relative to the Policy or the steps leading to its formation) involves fraud of any other kind, we shall be entitled to avoid the Policy from the date of commencement or renewal (as the case may be) without return of premium.

## 7. Alcohol and Drugs Exclusion

The cover provided in this policy will not apply if an accident happens while;

- you or any Insured Person driving is convicted of an offence involving alcohol or drugs;
- you or any Insured Person is driving while unfit to do so due to alcohol or drugs;
- you or any Insured Person is driving after drinking alcohol and the amount of alcohol in the breath, blood or urine is above the legal limit for driving.

## 8. Car Sharing

Accepting payments from passengers as part of a car sharing arrangement will not affect your insurance cover provided;

- your passengers are being given a lift for social or similar purposes;
- your car is not adapted to carry more than eight passengers;
- this is not part of a business of carrying passengers; and
- any money received does not produce a profit

## 9. Limits on Use

The insurance only covers you if you use the Insured Car in the way described in your Certificate of Motor Insurance.

## 10. Instalment Defaults

Where the Insurer has agreed to accept payment by instalments, any default in payment on the due date may result in the Policy cover being terminated.

## 11. Arbitration:

All differences arising out of this Contract shall be referred to an Arbitrator to be appointed by the parties in accordance with current statutory provisions. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Insurer.

Claims not referred to arbitration within 12 calendar months from the date of disclaimer of liability shall be deemed to have been abandoned.



## 12. Laws Relating to Compulsory Motor Insurance

Any Condition of this Policy and/or of any Endorsement thereon in so far as it is a prohibited condition within the meaning of Part VI of the Road Traffic Act 1961 shall not be a condition affecting the right of any person to recover an amount under or by virtue of the provisions of Section 76 of the said Act.

## 13. Duty to Comply with Policy Conditions

- (a) You must comply with the terms, limitations, Exceptions, Conditions and Endorsements of this Policy so far as they relate to anything to be done or complied with by you, to include you cooperating with us in the investigation of insured events, including by responding to reasonable requests for information in an honest and reasonably careful manner.
- (b) Other than where expressly provided in this Policy, your compliance with the terms, limitations, Exceptions, Conditions and Endorsements of this Policy shall be a condition precedent to any liability on our behalf to make any payment under the Policy.
- (c) Breach of any notification-related term or Condition will entitle us to refuse payment of a claim where we were prejudiced by the breach of the notification-related term or Condition in question.

## 14. Fraudulent Claims

If a claim contains information that is false or misleading in any material respect and you or any Insured Driver (as the case may be) either knows that it is false or misleading or consciously disregards whether it is false or misleading, or a claim is otherwise fraudulent in any respect, ("Fraudulent Claim") we shall be entitled to:

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

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

## 15. Rights of Recovery

If, under the provisions of Section 76 of the Road Traffic Act 1961 (as amended), or the equivalent law of any other country (if any) in which you are covered by this Policy, we are required by law to pay a claim which we would not otherwise be obliged to pay under the terms of this Policy, we shall pay such claim but shall be entitled to recover from you or any other Insured Driver (as the case may be) all sums paid by us.

## 16. Effect of Continuing Restrictive Conditions

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

- (a) you breach any such term; and
- (b) during the period of breach you suffer a relevant loss; and
- (c) such breach increased, in the circumstances concerned, the risk of the loss suffered by you,

we will have no liability for the loss.

## 17. Subrogation

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

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

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

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

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

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

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

## Loss and Damage to the Insured Car

You must let us know within 48 hours about any accident or incident involving loss or damage to the Insured Car.

You must not pay or agree to pay any expenses to repair any damage without getting our consent and authorisation beforehand.

### What is covered

We will pay for:

- theft, accidental loss of or damage to the Insured Car;
  - standard accessories and spare parts provided by the manufacturer.
- We will choose whether to repair or replace the car, any of its accessories or spare parts, or pay to cover the amount of the loss or damage.

If the Insured Car is under a hire-purchase or leasing agreement, we may:

- repair or replace the car, or;
- pay the legal owner for any loss or damage.

We will then have no further liability to you for the loss or damage.

### Comprehensive Driving of Other Cars:

Your schedule will show if you have this cover.

We will pay for the accidental loss of or damage to any other private motor car driven by you, up to a market value of €50,000, as long as:

- the car is not owned by you, or is not owned by your spouse or partner, or has not been hired under a hire-purchase or lease agreement;
- the car is not owned by your employer or hired to them under a hire-purchase or lease agreement;
- the car is not owned by, or hired under a hire-purchase or lease agreement by a company for which you are a director;
- the use of the Insured Car is covered in your Certificate of Motor Insurance;
- cover is not provided to you by any other insurance;
- you have the owner's consent to drive the Insured Car;
- the Insured Car is in a roadworthy condition and has a valid NCT if required by law; and
- you still have your Insured Car and it has not been stolen or damaged beyond cost-effective repair.

This extension applies while the Insured Car is being driven within the territorial limits and only to private passenger cars. It does not include vans, car-vans, jeeps with no seats in the back or adapted vans.

The most we will pay under Comprehensive Driving of Other Cars cover is €50,000 or the market value of the car immediately before the loss or damage happened, whichever is less.

## Incorrect Fuel

If you accidentally fill your car with the wrong fuel we will pay to drain and flush your fuel tank. Any damage caused directly to your car engine by the wrong fuel will also be covered.

If you have already made arrangements to repair the damage we will consider payment once you provide us with the receipts. The most we will pay is €500.

## In Car Entertainment, Radio, Audio and Navigation Equipment

We will provide cover for loss of or damage to non-manufacturer in-car entertainment, radio-receiving or transmitting equipment, audio equipment and electronic navigation permanently fixed to the Insured Car. The most we will pay is €1,000.

## Uninsured Driver Promise

If you are in an accident with an uninsured driver and it is not your fault you will not lose your no-claims bonus or pay any excess.

We will need you to provide us with;

- the name and address of the driver of the uninsured car;
- the registration number, make, model and colour of the uninsured car involved.

You must report the accident to the Garda Síochána (or the local police if travelling outside the Republic of Ireland) and provide evidence of such reporting.

## Courtesy Car

If your car cannot be repaired, we may provide you with a courtesy car if one is available.

The courtesy car will be provided for up to seven days while your car is being repaired by one of our approved repairers.

If the courtesy car is lost or damaged, we will decide how and where the courtesy car is repaired or replaced.

If you do not have your car repaired by one of our approved repairers, we will not pay for a courtesy car.

In the event that you go to our approved repairer we will not pay for:

- using a courtesy car outside of the Republic of Ireland;
- the cost of fuel;
- any costs where the courtesy car is not returned on time after repairs have been carried out to your car.

## Recovery After An Accident

If as a result of any loss or damage, the car cannot be driven, we will pay the cost of protecting the car after an accident and moving it to the nearest repairer. We will also pay for the cost of delivering it to you after the repair. However, we will not pay more than the reasonable cost of transporting it to your address, as shown in the schedule.

## New Car Replacement

We will replace your car with a new one of the same make, model and specification if the car is:

- Stolen and not recovered within 28 days;
- Less than 12 months old from the date of first registration;
- Damaged where repairs will cost more than 60% of the manufacturer's retail list price (including taxes and the cost of accessories) at the time of the loss or damage.

We will only do this if a replacement car is available in the Republic of Ireland and if you agree. You must be the registered owner of the car.

## Total Loss Claim

If the damage to your car cannot be repaired or the car has been stolen and not found, we will pay the market value of the car immediately before the loss or damage happened.

The market value of the car will be based on our engineer's assessment with reference to industry guides. The most we will pay will be the value of the Insured Car as shown in the policy schedule.

## General Exceptions

We will not cover:

- loss of value, wear and tear, mechanical, electrical, electronic, computer or computer software failure and breakdown;
- damage to tyres caused by using the brakes or by road punctures, cuts or bursts;
- loss of use or other indirect loss such as loss of earnings or travel costs;
- damage to the Insured Car or its accessories and spare parts caused by the contents or goods carried in or on it;
- loss of or damage to personal belongings;
- loss or damage as a result of misrepresentation or deception;
- loss or damage to the car arising from theft or attempted theft if the Insured Car is left un-locked or if the ignition key is left in or near your Insured Car while it is unattended;
- death or bodily injury to anyone driving or in charge of your car.

- loss or damage to the Insured Car if it is taken or driven without your permission by a member of your family or anyone who lives with you, unless they are prosecuted for taking the Insured Car without your permission and you must assist fully with the prosecuting authorities;
- any part of a repair or replacement which improves your Insured Car beyond its condition before the loss or damage took place;
- loss or damage by any driver who has been disqualified from driving or has failed to give details of penalty points or motoring convictions (if any);
- loss or damage due to any government, public or local authority legally taking, keeping or destroying your Insured Car; or
- the first amount, as shown in the schedule, of each claim (the excess);
- anyone who is insured under another policy;
- liability for loss or damage to property which belongs to, or is with, any person who is insured under this policy and who is driving your car;
- anyone employed in the motor trade driving your car because it is being overhauled, repaired or serviced;
- death or bodily injury to anyone driving or in charge of your car.
- The Insurer shall not be liable in respect of any claim arising while the Insured Vehicle is being used or driven:
  - (a) otherwise than as stated in the Schedule or as permitted under Loss of or Damage to the Insured Car or Liability to Others
  - (b) to the knowledge of the Insured in an unsafe or unroadworthy condition
  - (c) unless the person driving holds a licence to drive the Insured Vehicle or has held and is not disqualified from holding or obtaining such a licence
  - (d) if, to the knowledge of the person claiming to be indemnified, the person driving does not hold a licence to drive the Insured Vehicle unless the person driving has held and is not disqualified from holding or obtaining such a licence
  - (e) outside of the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man or the Channel Islands, except as permitted under "Foreign Use".
- The Insurer shall not be liable for:
  - (a) any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power
  - (b) any accident injury loss or damage (except that which is covered under Section 1 "Liability to Third Parties" arising during or in consequence of:
    - (i) earthquake
    - (ii) riot or civil commotion.

- (c) any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- The Insurer shall not be liable for:
  - (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
  - (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
    - (i) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
    - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- The Insurer shall not be liable for any accident, injury, damage, loss (including consequential loss) or any liability of whatsoever nature while the Insured Vehicle is in or on that part of an aerodrome, airport, airfield or military base provided for:
  - (a) the take off or landing of aircraft and for the movement of aircraft on the surface
  - (b) aircraft parking aprons including associated service roads, refuelling areas and ground equipment parking areas.
- Terrorism Exclusion Endorsement  
This Insurer shall not be liable for any loss, damage, cost or expense of whatsoever nature (except that which is covered under Section 1 "Liability to Third Parties"), directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. If the Insurer alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured.

- The insurer shall not be liable for any loss or damage to any vehicle insured under this policy which is provided under Section 2 : 'Loss of or Damage to the Insured Vehicle', if the insured or any insured driver are subsequently convicted of, or during such time that there is a prosecution pending, for driving under the influence of alcohol or drugs contrary to Road Traffic Act legislation.

In addition, if following a road traffic accident the insured or any insured driver are convicted of driving under the influence of alcohol or drugs contrary to Road Traffic Act legislation the insurer will be entitled to recover all monies paid in respect of any loss or claim arising from the road traffic accident from the insured.

- The Insurer shall not be liable for any loss or damage or any liability of whatsoever nature directly or indirectly caused by, resulting from or in connection with
  - (1) the loss or alteration of, or
  - (2) damage to, or
  - (3) a reduction in the functionality, availability or operation of a computer system, hardware, program, software, data, information repository, microchip, integrated circuit or similar device in computer or non-computer equipment that results from malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code including, but not limited to, computer virus logic bomb or trojan horse.

## Broken Glass

We will pay the cost of repairing or replacing damaged or broken glass in the windscreen or windows of the car.

Windscreen claims under this section will not affect your no-claims bonus.

## Limit of Cover

If you use our approved repairer, we will cover up to 2 claims in any one period of insurance. If you use your own repairer, cover will be limited to €150 for replacement or €50 for a repair.

## Windscreen Exceptions

We will not pay for:

- any amount over €150 for replacement or €50 for repair if the work is not carried out by our approved windscreen specialists;
- any more than two claims under this section during a single period of insurance;
- damaged or broken glass in sunroofs, glass roofs or panoramic sunroofs;
- damaged or broken glass to Insured Cars that are temporarily covered except for any car loaned to the Insured by a garage or approved repairer whilst the Insured Car is being serviced or repaired unless cover is provided by the insurance policy of the garage or vehicle repairer; or
- damage caused by wear and tear or negligence.

## Liability to Others

We will pay the full amount that is legally required if you cause death or bodily injury to any person, or damage to a property by negligently using your car (including trailer or caravan being towed).

### Third Party Property Damage Limit

We will not pay more than €30,000,000 for damage to property as a result of any one claim or number of claims arising out of one cause, accident or incident.

### Driving Other Cars

We will pay the full amount that is legally required for being held liable to any person while you are driving any other private motor car which you do not own, or is not owned by your spouse or partner, or have not hired under a hire-purchase or lease agreement, as long as:

- the car is not owned by your employer or hired to them under a hire-purchase or lease agreement;
- the use of the Insured Car is covered in your Certificate of Motor Insurance;
- cover is not provided to you by any other insurance;
- you have the owner's consent to drive the Insured Car;
- the Insured Car is in a roadworthy condition and has a valid NCT if required by law; and
- you still have your Insured Car and it has not been stolen or damaged beyond cost-effective repair.

This extension applies while the Insured Car is being driven within the territorial limits and only to private passenger cars. It does not include vans, car-vans, jeeps with no seats in the back or adapted vans.

### Trailers

We will extend the cover provided by this section to meet the requirements of the Road Traffic Act if you use any single axle trailer which you own, have hired or borrowed in connection with the car insured under this policy. The terms, conditions and exceptions of the policy still apply.

## Legal Costs

We will pay for the following legal costs if they relate to an accident which is covered under this section:

- Fees for solicitors we appoint to represent you at a coroner's inquest or fatal accident enquiry;
- Reasonable fees for solicitors that are appointed by us to defend you against a charge of manslaughter or causing death by dangerous or careless driving.

## Medical Expenses

We will pay you for medical expenses up to €250 for each person who accidentally receives bodily injuries in direct connection with the car.

We will pay for the cost of emergency treatment for injuries caused by using the car. If we make a payment under this section it will not affect your no-claims bonus.

## Foreign Use

Your policy will provide you with cover for up to 90 days in any one period of insurance when travelling in Europe.

You are not covered for:

- Driving other cars (*Loss and Damage to Insured Car and Liability to Other People*).

## Geographical Limits

The cover provided from this insurance policy is automatically extended to:

- any country which is a member of the European Union;
- Liechtenstein, Norway, Iceland, Croatia, Switzerland, Serbia and Andorra.

## No Claims Discount

For the purpose of the no-claims bonus, 'period of insurance' means one year from the beginning of the policy to the first renewal date, and then each year between renewal dates.

If no claim arises during the period of insurance, at the renewal date we will reduce the renewal premium in line with our no-claims bonus scale applicable at the renewal date.

If a claim arises during any period of insurance, we will reduce your no-claims bonus as follows.

No-Claims Bonus	Reduced to
1 year	0 years
2 years	0 years
3 years	0 years
4 years	1 year
5+ years	2 years

**i** If two or more claims arise in any period of insurance, we will reduce your no-claims bonus to nil at your next renewal unless you have purchased the protected no-claims bonus option.

We will not reduce your no-claims bonus as a result of:

- claims for windscreen repair, mis-fueling, replacement of keys, Fire Brigade charges and medical expenses made under Loss and Damage to the Insured Car;
- claims made under Breakdown Assistance;
- claims made under Legal Expenses;
- claims made under Personal Accident; or
- payments (including costs and expenses) which we later get back in full.

You cannot transfer your no-claims bonus to anyone else and it may only be used on one Insured Car at a time.

## Protected No-Claims Discount

**i** This is an optional extra. If you have bought it, your no claims discount is safe if you make one claim.

If repairs cannot be carried out onsite, we can arrange to have you and your passengers taken home or to your intended destination within Ireland.

You will keep that no-claims bonus as long as no more than two claims occur within a three year period applicable at the time of your renewal.

This agreement to protect your no-claims bonus does not mean that we do not take account of any claims made during the year. Premiums may be increased due to adverse claims or driving history of you or any named driver. This cover only applies if it is shown in your policy schedule.



## Extra Benefits

**i** Claims under this section will not affect your no claims discount.

Your schedule will show if you have this cover.

### Replacement Keys, Locks and Security Devices

We will pay up to €1000 towards replacing locks and alarms for your car if the keys are stolen. If we make a payment under this section it will not affect your no-claims bonus.

### Fire Brigade Charges

We will pay for local-authority charges (in line with the Fire Services Act 1981) to put out a fire in your car if the fire gives rise to a valid claim under the policy, or for removing the driver or passengers from your car using cutting equipment.

The most we will pay is €2,500. If we make a payment under this section it will not affect your no-claims bonus.

### Personal Belongings

We will pay you up to €500 for personal belongings carried in your car if they are lost or damaged by fire, theft or attempted theft.

You are not covered for portable communication devices, mobile phones, portable in car entertainment or portable navigation devices unless locked in a glove compartment or out of sight in a locked covered boot.

If we make a payment under this section it will not affect your no-claims bonus provided the car is locked and has any fitted alarm and/or immobiliser working at the time of the incident.

## Breakdown Cover

The cover for this section is being provided by MAPFRE ASSISTANCE Agency Ireland. Our Roadside Assistance is a 24 hour emergency & breakdown recovery service. It is there to assist you in your time of need.

### Benefit

#### 1. Roadside and driveway assistance

We will send a repairer to help you. If repairs are possible, we will provide up to one hour's free labour at the roadside. We will also send a repairer to assist you in the event of a breakdown at your home.

#### 2. Towing

Towing the Insured Car to the nearest garage capable of effective repairs or to a garage of your choice, whichever is closer.

#### 3. Completing the journey

If repairs to your car cannot be completed on the same day, we can arrange to have you and your passengers taken home or to your intended destination within Ireland.

This cover is limited to:

- onward transportation for the Insured and passengers (excluding hitchhikers) to their home or to their intended destination within the territorial limits (maximum covered €31 / Stg £31 per person, €127 / Stg £127 in total);
- use of a replacement car for up to 48 hours while repairs are carried out; or
- overnight accommodation for one night, limited to Bed and Breakfast, while repairs to the Insured Car are in progress. Subject to maximum value of €40 / Stg £40 per person and €200 / Stg £200 in total.

#### 4. Completion of journey within England, Scotland and Wales

If repairs cannot be carried out onsite, we can arrange to have you and your passengers taken home or to your intended destination within Ireland.

#### 5. If your car is stolen

If your car has been stolen and has not been recovered within 24 hours, we will provide a replacement car for up to five days or until the Insured Car is recovered, whichever is soonest. Theft must be reported to the Garda Síochána and the Insurance Company.



## 6. Message relay

We will pass on two urgent messages for you. In the event of the Insured Car being repaired, the assistance company will provide the cost of public transportation for the Insured to collect his/her Insured Car.

## What to do in the Event of a Breakdown

Should you require assistance, please telephone the Ivernia Breakdown Assistance Helpline on +353 (0)91 560602. Please have the following information ready when you call:

- your exact location;
- the registration number of your car;
- your policy number;
- a telephone number where you can be contacted; and
- a description of the problem.

**i** MAPFRE ASSISTANCE is responsible only for the cost of providing benefit available through Ivernia Insurance Breakdown Cover. If you make your own arrangements, you will not be reimbursed.

## Breakdown Cover Conditions

- We will not pay for any expense or assistance that has not been authorised through the emergency helpline.
- In the event of theft of the Insured Car, the theft must be reported to a Garda station (or local police station) before any benefit can apply.
- The Policy Number must be quoted when calling for assistance.
- Insured Cars eligible for assistance will be restricted to Private Cars of 15 years old and under at the time of taking out this policy.
- To be eligible for assistance, the Insured must hold a current Ivernia Motor Insurance Policy.
- 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. Car hire insurance is the responsibility of the Insured.

- The Insured Person must be with the Insured Car when the repairer arrives. If the insured is not with the Insured Car and our repairer cannot assist, any subsequent assistance will be at the insured's own cost.
- If we have to make a forced entry to the Insured Car because you are locked out, you must sign a declaration, confirming that we are not responsible for the damage.
- Your Insured Car shall at all times be maintained in a good mechanical and roadworthy condition and be regularly serviced.
- We will use our best endeavours to recover your Insured Car; however we cannot attempt to recover your Insured Car if modification or customization on the Insured Car results in the recovery process being impeded. These types of modifications include but are not limited to wheel arches, wheel sizes, front and rear bumper height and alterations to manufacturer's original Insured Car ride height.
- We cannot accept responsibility for the transportation of pet animals or livestock carried within the Insured Car, any extra costs involved in the transportation of pets or alternative transportation requirements in the event of a breakdown would not be covered.
- If you cancel an assistance, you are not eligible for another call out for that assistance.
- MAPFRE ASSISTANCE cover is limited to a maximum of 3 Assists in any 12month policy term. After the 3rd Assist, your Breakdown Assistance section of this policy becomes void.

## What is not covered:

- Breakdown assistance requests if the driver appears to be under the influence of drugs or alcohol at the time of the assistance.
- Breakdown assistance requests if the vehicle is inaccessible or in an off-road location, or
- for any breakdown assistance requests arising as a direct result of driving the insured vehicle on unsuitable ground.
- for any accident or breakdown brought about by an avoidable or wilful or deliberate act committed by You;
- if the Insured Car has been modified or is taking part in racing, trials, rallying or criminal conduct.
- We will not pay for any consequential loss arising from using the assistance services;
- to pay for expenses, which are recoverable from any other source;

- any breakdown assistance requests arising where the Insured car is carrying more passengers or towing a greater weight than that for which it was designed as stated in the Manufacturer's specifications;
- if we fail to perform any obligation for reasons beyond our control;
- the cost of any parts, tyres, keys, lubricants, fluids or fuel required;
- for assistance as a result of running out of fuel or use of incorrect fuel;
- Recurring breakdown assistance requests due to the same cause where a permanent professional repair has not been undertaken to correct the fault;
- Breakdown assistance requests if you knowingly provide false or misleading information.

## Personal Accident

This insurance is arranged by ARAG Legal Assistance Ltd. (the Master Policyholder, on behalf of Ivernia and underwritten by AIG Europe S.A., 30 North Wall Quay, International Financial Services Centre, Dublin 1. D01 R8H7. AIG Europe S.A. is an insurance undertaking registered with R.C.S. Luxembourg. Company registration number B 218806. AIG Europe S.A. has its head office at 35 D Avenue J.F. Kennedy, L-1855, Luxembourg. AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances and is regulated by the Central Bank of Ireland for conduct of business rules.

The Company does not provide advice or any personal recommendation about this product. Employees of AIG Europe S.A., Ireland Branch are paid a salary and do not receive bonuses or commissions directly linked to sales.

If a solvency and financial condition report of AIG Europe S.A. is available, it can be found at Web: <http://www.aig.lu/>.

## Benefits

We will pay You the amount shown below if due to an Insured Incident, an **Insured Person** suffers **Bodily Injury** or death following an Accident.

### Insured incidents:

- An Accident which occurs whilst You or Your **Partner** or any named driver is driving an **Insured Car** which they are insured to drive under the **Certificate of Motor Insurance**, or whilst You or Your **Partner** is a passenger in any car, including getting into or out of such vehicle;
- An Accident which occurs whilst a Passenger is travelling in, getting into or out of, an **Insured Car** driven by **You, Your Partner** or a named driver and which **You, Your Partner** or any named driver are insured to drive under the **Certificate of Motor Insurance**.

Benefi	Benefit Amount
Accidental Death	€10,000.00
Permanent Loss of One Limb	€2,500.00
Permanent Loss of Limbs	€5,000.00
Permanent Loss of Sight in One Eye	€1,500.00
Permanent Loss of Sight in both eyes	€10,000.00
Permanent Loss of Hearing in One Ear	€2,000.00
Permanent Loss of Hearing	€5,000.00
Permanent Total Disablement	€5,000.00

## What we will not pay

- We will not pay more than the Maximum Policy Benefit in any one period of insurance.
- More than one claim under each cover from the consequences of one Accident to any one **Insured Person**.
- We will not pay for more than one **benefit** under this section.
- We will not cover any **Bodily Injury** which the **Insured Person** suffered from in the 12 month period immediately prior to the start date which:
  - the **Insured Person** knew about, or should reasonably have known about; or
  - the **Insured Person** had seen or arranged to see a **Doctor** about.
- Where the **Insured Person** is committing, or attempting to commit suicide or intentional self-injury or deliberate exposure to exceptional danger except in an attempt to save a human life.
- Where the **Insured Person** is over the Republic of Ireland prescribed limit of alcohol, or is unfit to drive due to being under the influence of drugs, whether prescribed or otherwise.
- Claims arising from or relating to physical or mental conditions or disabilities which the **Insured Person** suffered from prior to the Accident.
- Where You are under the age of 17, or over the age of 81 at the start date of the **policy**.
- More than one claim for each insured event as a result of the same Accident.
- Claims resulting from the use of the **Insured Car** for hire or reward, racing, competition, trials, track days, speed testing or for any purpose in connection with the motor trade, haulage or courier services, minibus or professional driving instruction.
- Claims arising from or in connection with provoked assault or fighting (except in bona fide self-defence).
- War and Civil War Exclusion. Any direct or indirect consequence of war, civil war, invasion, facts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of government, local or public authority.
- Any **Terrorist Act**.
- Radioactive Contamination Exclusion. Any direct or indirect consequence of: irradiation or contamination by nuclear material; or the radioactive, toxic, explosive or other hazardous or contamination properties of any radioactive matter; or any device or Weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

- Electronic Data: Any consequence, howsoever caused, including but not limited to computer virus in electronic data being lost, destroyed, distorted, altered or otherwise corrupted. For the purposes of this **Policy**, electronic data shall mean facts, concepts and information stored to form Useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware. For the purposes of this **Policy**, Computer Virus shall mean a set of corrupting, harmful or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.
- Any claim where You or an **Insured Person** are in control of the Insured Car and not in possession of a valid driving license and **Certificate of Motor Insurance** as required by law or where a current and valid vehicle test certificate has not been issued to cover the **Insured Car** or the **Insured Car** is in an un-roadworthy condition.
- If the **Insured Car** is being used for purposes that are not shown in Your **Certificate of Motor Insurance**.
- If the **Insured Car** is being driven with Your permission by any person who You know has not got a driving licence or who You know to be disqualified from driving or getting a licence.
- If the **Insured Car** is towing a caravan, trailer or other vehicle for a payment.
- If the **Insured Car** is in or on any part of an aerodrome, airport or airfield provided for aircraft to take off and land.
- If the **Insured Car** is used on a motor track, derestricted road or any off-road event.

## Personal Accident Additional Definitions

The following definitions apply to this Section in addition to the Definitions of the **policy** and shall have a specific meaning. They have this meaning wherever they appear in the master **policy** and this Section. Defined words are shown in bold print.

### Accident/Accidental

A sudden and unexpected event which happens by chance and causes **Bodily Injury** or death, including assault, during the **Period of Insurance**.

### Bodily Injury

An identifiable physical injury that is incurred during the **Period of Insurance**, resulting solely and independently from an Accident which within 12 months from the date of the Accident results in the Insured Person's death or disability as described in this Section.

### Child or Children

Your or Your Partner's **child or children** under 18 years of age (or under 23 years of age if in full-time education).

### Doctor

A medical specialist who is a member of an appropriate professional body and recognised by that professional body as a medical specialist. The **Doctor** must be registered and practicing in the Republic of Ireland and/or the UK and must not be an **Insured Person** or a relative or employer of an **Insured Person**.

### Geographical Limits

As included under **Territorial Limits** of this **policy**.

### Hand(s)

All the fingers and the thumb of a Hand.

### Hospital

A lawfully registered establishment which has accommodation for residential patients with facilities for diagnosis and major surgery and which provides a 24-hour service by registered nurses. It does not include convalescent, self-care or rest homes, or a department in a **Hospital** which has the role of convalescent or rest home.

### Insured Person

You, Your **Partner**, any named drivers and any Passengers while they are travelling in, getting into or out of an **Insured Car** driven by **You, Your Partner** or named driver

### Limb(s)

Foot or leg or Hand or arm.

### Loss of Hearing or Speech

The total, permanent and irrecoverable loss of hearing (in both ears) or speech.

### Loss of Sight

Complete and irrecoverable Loss of Sight in one or both eyes.

### Loss (in relation to Limbs)

The complete permanent and irrecoverable loss of use or loss by physical separation.

### Master Policyholder

ARAG Legal Assistance Limited with who this cover is arranged.

### Maximum Policy Benefit

Maximum **Policy Benefit** means €10,000.

### Permanent Total Disablement

Total disablement from engaging in or attending to any occupation whatsoever for at least 12 months from the date of **Bodily Injury**, and at the end of that time being beyond hope of improvement.

### Terrorist Act

Any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or commission of an act Dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered Terrorist Acts. Terrorist Act shall also include any act which is verified or recognized by the (relevant) Government as an **Act of Terrorism**.

### You, Your

The person named as the **policy** holder in the **Certificate of Motor Insurance**.

### We, Us, Our

AIG Europe S.A.

## Personal Accident Section Additional Conditions

### Benefit

**Benefit** will be paid upon receipt of supporting medical evidence provided by a **Doctor**.

### Claims

When a claim occurs, You notify Us within 30 days. You or the Insured Person must seek and follow advice from a registered Doctor and undergo any medical examination that We request. If an Insured Person dies, We will be entitled to ask for, at Our expense, a post-mortem examination. You or any Insured Person must provide any documents, information and evidence that We request or require.

We will not pay interest on any claim payment.

If We have paid a claim under this insurance, and You have accepted that payment, We will not have to make any further payments for the same claim.

**Benefit** will be paid to You or to Your personal representative if You die, whose receipt will discharge Us. In the event that You are under 18 years of age the **benefit** will be paid to:

- the **Insured Person** as long as they are a parent of the Child, otherwise We will pay the Child's legal guardian; or
- the Child's legal representative if the Child dies.

You must tell Us about any potential claim as soon as You possibly can.

### Impact of Misrepresentation

The impact of any Misrepresentation by the insured person to any of the answers provided on the Statement of Fact is as follows:

- Innocent Misrepresentation:**  
Where the insured person have answered all questions in the Statement of Fact honestly and with reasonable care but where the insured person made an innocent misrepresentation (that is, one that is neither negligent nor fraudulent) the insurer will pay any covered claim event subject to the terms and conditions of this policy.
- Negligent Misrepresentation:**  
If the insured person make a negligent misrepresentation or fail to take reasonable care in completing the Statement of Fact the cover under this policy may not fully operate and in the event of a claim the insurer will exercise one of the following remedies:
  - If knowing the full details the insurer would not have entered into the insurance contract, the insurer may avoid the contract, refuse all claims and return any premiums paid by the insured person.

If a claim is in any way dishonest or exaggerated, We will not pay any **benefit** under this **policy** or return any premium to You and We may cancel Your **policy** immediately and backdate the cancellation to the date of the fraudulent claim. We may also take legal action against You and inform the appropriate authorities.

### Aggravated Physical Disability

If the consequence of an injury is aggravated by a physical disability or condition of an **Insured Person** which existed before the Accident occurred, the amount of any compensation payable under this insurance in respect of the consequences of the Accident shall be the amount which would have been payable if such consequences had not been so aggravated, as considered by a **Doctor** chosen by Us.

### Master Policyholder

The **Master Policyholder** will pay premiums and supply information in the form and at the frequency required by Us. The insurance will not be affected if the **Master Policyholder** fails to send reports or pay premiums.

### Governing Law

Unless some other law is agreed in writing, this **policy** is governed by Irish law. If there is a dispute, it will only be dealt with in the Irish courts.

### Making a Claim

If You wish to make a claim under this Section please contact:

- **Telephone:** +353 (0)1 8271262
- **Email:** [claims@ivernia.ie](mailto:claims@ivernia.ie)

### Privacy Policy

More details about Your rights and how We collect, use and disclose Your Personal Information can be found in Our full Privacy **Policy** at: <https://www.aig.ie/privacy-policy> or

You may request a copy by writing to: Data Protection Officer, AIG Europe S.A. 30 North Wall Quay, International Financial Service Centre, Dublin 1 or by email at: [dataprotectionofficer.ie@aig.com](mailto:dataprotectionofficer.ie@aig.com).

## Legal Expenses

This insurance is arranged by ARAG Legal Protection Limited.

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

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

### Benefits

The **Insurer** agrees to provide the insurance in this section, keeping to the terms, conditions and exclusions as long as:

- the Date of Occurrence of the insured incident happens during the **period of insurance** and within the territorial limit; and
- any legal proceedings will be dealt with by a court or other body which we agree to in the territorial limit; and
- in civil **claims** it is always more likely than not an **Insured Person** will recover damages (or other legal remedy) or make a successful defence.

### Accident Loss Recovery And Personal Injury

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

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

## Motor Legal Defence

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

### Exception

Parking offences.

## Motor Contract Disputes

Legal costs incurred in respect of a dispute arising from an agreement which you have for buying, selling, hiring or insuring an **Insured Car** or its spare parts or **Accessories** or the service, repair or testing of an **Insured Car**. Provided that:

- you must have entered into the agreement during the **period of insurance**,
- and the amount in dispute must be more than €150.

### Exception

Any claim relating to the settlement payable under an insurance **policy** (we will cover a dispute if your **Insurer** refuses your claim, but not for a dispute over the amount of the claim).



## Cover

- If a representative is appointed by us, the **Insurer** will pay the legal costs for **Insured Incidents** under this section.
- For **Insured Incidents** involving the death of or injury to an **Insured Person** the **Insurer** will pay the application fee required by the Personal Injuries Assessment Board (PIAB).
- For all **Insured Incidents** we will help in appealing or defending an appeal provided that the **Insured Person** tells us that he or she wants us to appeal within the statutory time limits allowed. Before the **Insurer** pays any legal costs for appeals, we must agree that it is more likely than not that the appeal will succeed.

The most the **Insurer** will pay for all **claims** resulting from one or more event arising at the same time or from the same originating cause, is €130,000.

## How to Make a Legal Expenses Claim

### After a motor accident

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

If you are not sure what to do after an accident, call our Legal Advice Service.

### How we help you

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

We normally recover your **Uninsured Losses** by appointing a lawyer to handle your claim.

In most cases, we will choose the appointed lawyer for you. If an **Insured Person** has been injured or killed we will help to deal with their compensation claim through the Personal Injuries Assessment Board (PIAB).

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

## Making a Claim

If You wish to make a claim under this Section please contact:

- Telephone: +353 (0)1 8271262
- Email: [claims@ivernia.ie](mailto:claims@ivernia.ie)

## Legal Advice Service

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

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

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

## When we cannot help

We will not be able to help you if we think there is little chance of recovering your **Uninsured Losses**. Please do not ask for help from a lawyer before we have agreed. If you do, we will not pay the costs involved.



## Legal Expenses Exceptions

### We will not pay for:

- Any claim reported to us more than 180 days after the date an insured person should have known about the insured incident.
- Any legal costs that are incurred before we agree to pay them.
- The insured vehicle being used by anyone who does not have valid motor insurance.
- Fines, damages or other penalties which an insured person is ordered to pay by a court or other authority.
- The use of an insured vehicle by an insured person for hire or reward or in connection with the motor trade.
- The cost of obtaining a medical report when registering a claim with the Personal Injuries Assessment Board (PIAB).
- Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
- Any legal action an insured person takes which we or the appointed lawyer have not agreed to or where the insured person does anything that hinders us or the appointed lawyer.
- Legal costs arising from or relating to judicial review, coroner's inquest, fatal accident inquiry or injunctions.

## Additional Definitions

### Date of Occurrence

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

## Insured Incidents

1. Accident loss recovery and personal injury
2. Motor legal defence
3. Motor contract disputes.

## Insured Person(s)

You, and any passenger or driver who is in or on the **Insured Car** with your permission. Anyone claiming under this **policy** must have your agreement to claim.

## Insurer

ARAG Insurance Company Limited – a Branch of ARAG Allgemeine Versicherungs-AG.

## Territorial Limits

For insured incident 1 Accident loss recovery and personal injury The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland, and Turkey.

For **Insured Incidents** 2 Motor legal defence and 3 Motor contract disputes, the Republic of Ireland.

## Uninsured Losses

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

## Legal Expenses Conditions

### 1. An **Insured Person** must:

- Keep to the terms and conditions of this **policy**;
- try to prevent anything happening that may cause a claim;
- take reasonable steps to keep any amount the **Insurer** has to pay as low as possible;
- provide us with full details in writing of any claim as soon as possible and provide us any information we need.

### 2. a) We can take over and conduct in the name of an **Insured Person**, any claim or legal proceedings at any time. We can negotiate any claim on behalf of an

#### **Insured Person.**

### b) An **Insured Person** is free to choose a representative (by sending us a suitably qualified person's name and address) if:

- we agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an **Insured Person** in those proceedings; or
- there is a conflict of interest.

We may choose not to accept an **Insured Person's** choice, but only in exceptional circumstances. If there is a disagreement over the choice of representative in these circumstances, the **Insured Person** may choose another suitably qualified person.

### c) In all circumstances except those in 2(b) above, we are free to choose a representative.

### d) Any representative will be appointed by us to represent the **Insured Person** according to our standard terms of appointment. The representative must co-operate fully with us at all times.

### e) We will have direct contact with the representative.

### f) An **Insured Person** must co-operate fully with us and the representative and must keep us up to date with the progress of the claim.

### g) An **Insured Person** must give the representative any instructions that we require.

### 3.(a) An **Insured Person** must tell us if anyone offers to settle a claim.

### (b) If an **Insured Person** does not accept a reasonable offer to settle a claim, the **Insurer** may refuse to pay any further legal costs.

### (c) We may decide to pay the **Insured Person** the amount of damages that the **Insured Person** is claiming, or which is being claimed against them, instead of starting or continuing legal proceedings.

### 4. An **Insured Person** must

- tell the representative to have the legal costs taxed, assessed or audited, if we ask for this;
- take every step to recover legal costs that the **Insurer** has to pay, and must pay the **Insurer** any legal costs that are recovered.

### 5. If the representative refuses to continue acting for an **Insured Person** with good reason, or if an **Insured Person** dismisses the representative without good reason, the cover we provide will end at once, unless we agree to appoint another representative.

### 6. If an **Insured Person** settles a claim or withdraws it without our agreement, or does not give suitable instructions to a representative, the cover we provide will end at once and we will be entitled to reclaim from you legal costs the **Insurer** has paid.

### 7. Apart from us, you are the only person who may enforce all or any part of this **policy** and the rights and interests arising from or connected with it.

### 8. If there is a disagreement between the **Insured Person** and us about the handling of a claim and it is not resolved through our internal complaints procedure the **Insured Person** can contact the Financial Services and Pensions Ombudsman (FSPO) for help. Details available from [www.fspo.ie](http://www.fspo.ie).

Alternatively there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by the **Insured Person** and us. If there is a disagreement over the choice of arbitrator, we will ask the Chartered Institute of Arbitrators to decide.

### 9. We may require the **Insured Person** to get, at their own expense, an opinion from an expert, that we consider appropriate, on the merits of the claim or proceedings, or on a legal principle.

The expert must be approved in advance by us and the cost agreed in writing between the **Insured Person** and us. Subject to this the **Insurer** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the **Insured Person** will recover damages (or obtain any other legal remedy that we have agreed to) or make a successful defence.

## Data Protection Notice – Personal Information – Ivernia Insurance Ltd.

We are committed to protecting the privacy of you, our customers and any claimants.

We, Ivernia Insurance Limited in Ireland, will process personal information relating to individuals held under applicable data protection laws. This means we have certain responsibilities under the act to protect your information.

It is important that you read this Data Protection Notice or that someone explains it to you.

The Notice must be shown to any party related to the insurance. It explains how we may use your details and tells you about the systems and databases that we and others have in place which allow us to detect and prevent fraudulent applications and claims. We will use the information, including sensitive personal information (such as information about physical or mental health or medical conditions, criminal convictions and pending legal proceedings, and bankruptcy or debt details) you provide, or we collect, to manage your insurance with us including underwriting, claims handling, fraud detection, policy administration and statistical analysis.

Our agents may record or monitor phone calls to protect you and for training and quality purposes.

You must tell us about any incident, (such as an accident, fire or theft) whether or not a claim is likely to result. When you tell us about such an incident, information relating to it

will be passed to the databases specified below. We may search these databases when you apply for insurance, at renewal or in the event of an incident or claim, to validate your claims history or that of any person or property likely to be involved in the policy or claim.

We may share information about you with other companies within our group or those providing services to us. We may share information about you with other companies within our group or those providing services to us.

### Credit-reference checks and fraud-prevention, anti-money laundering and counter-terrorism financing check

We may check the information you provide against other information available to the public. This could include information from the electoral roll and court judgments, bankruptcy or repossession and other insurance industry databases. This may involve carrying out checks for bankruptcy and other judgments, to prevent fraud, anti-money laundering and counter-terrorism financing checks. These checks will be governed by data-protection law and we may also need your permission.

We may share the results of these checks with other companies in the Ivernia Insurance Group, other insurers and their agents, credit-reference agencies, fraud-prevention agencies and others concerned with fraud, the Garda Síochána (or local police) and other law-enforcement agencies, government agencies or regulatory authorities. We may use this information to help us assess risk, credit, our insurance decisions and to

meet our legal and regulatory responsibilities. Other companies in the Ivernia Insurance Group may do the same for similar purposes.

## Statistics

We may change personal information so that you cannot be identified. That information will then not be covered by this notice or data-protection law. We may use it for insurance administration purposes including analysing trends, carrying out actuarial work, planning how we deliver services, assessing risk, costs and charges.

## Sharing of Information

Information provided by you will be treated in confidence however in order to administer your policy and detect and prevent crime we may share or verify information about you or your claims history with;

- our agents and service providers and other companies working with Ivernia Insurance Ltd, Zurich Insurance plc., MAPFRE ASSISTANCE Agency Ireland; ARAG Legal Protection Limited, AIG Europe S.A. and other insurers, either directly or through people acting for us and them (such as loss adjusters, private investigators and solicitors);
- any agent acting for you;
- recognised trade, governing and regulatory organisations we belong to or are governed by;
- the Garda Síochána (or local police), other law-enforcement agencies, government agencies or regulatory authorities, and any other person or organisation if needed by law; and
- any other person, where necessary, to perform any insurance contract with you, so we can protect ourselves from risk or to make sure we meet with regulations or good governance.

## Insurance Link

We share information with the Insurance Link database, run by Insurance Ireland. This information stored by Insurance Link includes identification details and the nature of any damage suffered by anyone involved in a claim, in some cases including the types of injuries. As previously stated this information may be shared with other insurers or government authorities.

We use this service to help us to:

- prevent fraud and protect customers and assess information at the underwriting stage (when we decide on risk and whether to provide insurance);
- prevent multiple claims for the same injury or damage; or
- investigate fraud and check on the accuracy of information provided.

If we find by using Insurance Link, that previous claims have been made, we may share information on those claims. You can find more information on Insurance Link on their website, [www.inslink.ie](http://www.inslink.ie).

We may also use the information you provide to get information from the National Insured Car and Driver File held by the Department of Transport. We may also transfer your information to other countries due to the global nature of our business.

The laws of some of those countries may not provide the same level of protection as Irish data protection laws.

## Contacting You

From time to time we may contact you using the information you have provided in relation to our products and services or to tell you about any important changes. We may contact you by phone, post, email, text message or through digital applications.

We may also use your information for these purposes after your policy has ended, unless you ask us not to.

## How to Opt Out

You can change your mind at any time about receiving marketing information from us. Each time we contact you electronically with marketing information or a marketing message, you can choose not to receive further marketing information from us to that email address or phone number. This is known as an 'opt-out'. If you wish to 'opt-out', please call your Broker or email us at [info@ivernia.ie](mailto:info@ivernia.ie). Please make sure you tell us about any changes to your marketing preferences for each address, email address or phone number you have registered with us which is affected.

## More Information and Contacting Us

You can ask us for a copy of the information we hold about you by writing to our Customer Services Manager. Please allow up to 40 days for us to send this information to you. You may also ask us to change or delete any information we hold about you.

For a full copy of this notice, including more details on how we may use your personal information for credit-reference and fraud-prevention purposes, please see the Security and Privacy Statement which you can view by visiting [www.ivernia.ie](http://www.ivernia.ie).

Or, if you want to ask for a hard copy or have any questions about this notice, please contact our Customer Services Manager at:

- Ivornia Insurance Ltd, Ravenscourt Office Park, Sandyford Industrial Estate, Dublin 18, Ireland; or
- [info@ivernia.ie](mailto:info@ivernia.ie)

You can find details about our responsibilities to you in terms of your information in the Data Protection Commissioner's Code of Practice on Data Protection for the Insurance Sector. See [www.dataprotection.ie](http://www.dataprotection.ie).

## Data Protection Notice – Personal Information', in respect of 'Loss and Damage to the Insured Car/Liability to Others':

Data Protection Zurich Insurance plc ('Zurich', 'we', 'our', 'us') is a member of the Zurich Insurance Group ('the Group'). Zurich is the data controller for this contract under data protection legislation.

For the purpose of this section, 'you' or 'your' shall mean, you, the policyholder, or any other person entitled to indemnity under this policy of insurance.

## About this section

Everyone has rights with regard to the way in which their personal data is handled. During the course of our business activities, we will collect, store and process personal data about you. The purpose of this section is to give you some information about the collection and processing of your personal data. Further information can be obtained in our Privacy Policy which is available at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

## The Data we collect

Where appropriate, we may collect the following personal data ('Data') from and/or about you:

- Contact and identifying information such as title, name, address, email address, telephone number, date and place of birth, gender, marital status, PPS number, VAT number, country of residence, and photographic identification.
- Financial information such as bank account details, credit/debit card details and income details.
- Employment and qualification details such as occupation, job position, employment and education history.
- Medical and health details including information related to personal habits (such as smoking or consumption of alcohol), medical history, details of any disability, injuries sustained and prognosis for recovery.
- Other sensitive information such as details of any criminal convictions and offences (including penalty points), civil litigation history as well as pending prosecutions. We may also, in certain cases, receive sensitive information from which it may be possible to infer your trade union membership, religious or political beliefs (for example, if you are a member of a group scheme through a professional, trade, religious, community or political organisation).
- Information pertaining to the risk insured such as description of the risk, value of the risk, location of the risk and claims history.
- Claims data such as details of the circumstances of any incident giving rise to a claim under this policy, details of activities carried out following any such incident, details of any other claims that you have made, as well as financial, medical, health and other lawfully obtained information relevant to your claim including social welfare information.

The above list covers the main data types collected by Zurich. For further information please see our Privacy Policy at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

We require this Data in order to manage and administer our relationship with you, evaluate the risk and assess the premium to be paid, validate and settle any claims, bring and/or defend legal proceedings, prevent, detect and investigate fraud, and in order to generally take any steps required to fulfil our contract with you/comply with our legal obligations.

Note: If you provide us with Data relating to another person you must first: (a) inform that person about the content of our Privacy Policy and (b) obtain any legally required consent from that person to the sharing of their Data in this manner.

### Data collected from third parties

We may collect Data from third parties if you engage with us through a third party, for example through a broker or, in the case of a group scheme, through your employer. We may also obtain Data from other third parties such as financial institutions, claims service providers (including private investigators) and insurance industry and government bodies for the purposes described above.

### What we do with your Data

We may use, process and store the Data for the following purposes:

- Assessing which insurance products are appropriate for you, risk evaluation, premium setting, policy quotation, premium collection, policy administration, policy renewal, claims assessment, claims processing, claims payment, bringing and/or defending legal proceedings, recovering debt, marketing, survey purposes, statistical analysis, preventing, detecting and investigating fraud, as well as generally taking any steps in order to fulfil our contract with you and comply with our legal obligations.

In order to prevent and detect fraud as well as the non-disclosure of relevant information, Zurich may at any time:

- Share information about you with companies within the Group as well as other organisations outside the Group including, where appropriate, private investigators and law enforcement agencies.
- Check your details with fraud prevention agencies, as well as against databases and other sources of information. Below is a sample of the databases/sources used:
  - the insurance industry claims database known as InsuranceLink maintained by Insurance Ireland (for more information see [www.inslink.ie](http://www.inslink.ie))
  - the Integrated Information Data Service ('IIDS') which allows members of Insurance Ireland to verify information including penalty points and no-claims discount information provided by their customers.

– the National Vehicle and Driver File, maintained and supported by the Department of Transport, Tourism and Sport, containing details of all registered vehicles in the State

– Motor Insurance Anti-Fraud and Theft Register (MIAFTR) operated by the Association of British Insurers in the UK to log all insurance claims relating to written-off and stolen vehicles in the UK

– the Companies Registration Office

The above list is not intended to be exhaustive (please see our Privacy Policy for more information). In addition, we may check the Data you have provided against international/economic or financial sanctions laws or regulated listings to comply with legal obligations or otherwise to protect our legitimate business interests and/or the legitimate interests of others.

### Sharing of Data

We may share your Data (where appropriate/applicable) as follows:

- With business partners, suppliers, sub-contractors and agents with whom we work and/or engage (including, but not limited to, tied agents, managing general agents, auditors, legal firms, medical professionals, cloud service providers, private investigators, third-party claim administrators and outsourced service providers) to assist us in carrying out business activities which are in our legitimate business interests and where such interests are not overridden by your interests.
- With other companies in the Group, partners of the Group, coinsurance and reinsurance companies located in Ireland and abroad, including outside the European Economic Area ('EEA'). Where transfers take place outside the EEA, we ensure that they are undertaken lawfully and pursuant to appropriate safeguards.
- With other insurers and/or their agents.
- With any intermediary or third party acting for you.
- In order to comply with our legal obligations, a Court Order or to cooperate with State and regulatory bodies (such as the Revenue Commissioners or the Central Bank of Ireland), as well as with relevant government departments and agencies (including law enforcement agencies).
- On the sale, transfer or reorganisation of our or our Group's business (or any part of it).



For further information regarding the third parties that we may share Data with, please see our Privacy Policy at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

In addition, information about claims (whether by our customers or third-parties) is collected by us when a claim is made under a policy and placed on InsuranceLink. This information may be shared with other insurance companies, self-insurers or statutory authorities.

The purpose of InsuranceLink is to help us identify incorrect information and fraudulent claims and, therefore, to protect customers. Under data protection legislation you have a right to know what information about you and your previous claims is held on InsuranceLink. If you wish to exercise this right then please contact us at the address below.

Finally, where you have consented to our doing so, we may share information that you provide to companies within the Group and with other companies that we establish commercial links with so we and they may contact you (by email, SMS, telephone or other appropriate means) in order to tell you about carefully selected products, services or offers that we believe will be of interest to you.

## Data Retention

The time periods for which we retain your Data depend on the purposes for which we use it. We will keep your Data for no longer than is required or legally permitted. Please see our Data Retention Policy at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

## Automated Decision Making and Profiling

You have a right not to be subjected to decisions based solely on automated processing, including profiling, which produce legal effects concerning you or similarly significantly affects you other than where the decision is:

1. Necessary for entering into a contract, or for performing a contract with you (e.g. your policy of insurance);
2. Based on your explicit consent – which you may withdraw at any time; or
3. Is authorized by EU or Member State law.

Where we base a decision on solely automated decision-making, you will always be entitled to have a person review the decision so that you can contest it and put your point of view and circumstances forward.

## Data subject rights

You have the following rights in relation to your Data which is held by us:

To ask for details of your Data held by us. To ask for a copy of your Data. To have any inaccurate or misleading Data rectified. To have your Data erased. To restrict the processing of your Data in certain circumstances. To object to the processing of your Data. To transfer your Data to a third party. A right not to be subject to automated decision making. The right to receive notification of a Data breach. Where processing is based on consent, the right to withdraw such consent. The right to lodge a complaint to the Data Protection Commission.

1. To ask for details of your Data held by us.
2. To ask for a copy of your Data.
3. To have any inaccurate or misleading Data rectified.
4. To have your Data erased.
5. To restrict the processing of your Data in certain circumstances.
6. To object to the processing of your Data.
7. To transfer your Data to a third party.
8. A right not to be subject to automated decision making.
9. The right to receive notification of a Data breach.
10. Where processing is based on consent, the right to withdraw such consent.
11. The right to lodge a complaint to the Data Protection Commission.

However, these rights may not be exercised in certain circumstances, such as when the processing of your Data is necessary to comply with a legal obligation or for the exercise or defence of legal claims. If you wish to exercise any of your rights in this regard a request must be submitted in writing to our Data Protection Officer (see contact details below). In order to protect your privacy, you may be asked to provide suitable proof of identification before we can process your request.

## Privacy Policy

Please note that this Data Protection section is not a standalone section. It contains a brief description of the information you need to understand how your Data is used by us and should be reviewed in conjunction with our Privacy Policy which is available online at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

If you have any questions about your Data, you can contact our Data Protection Officer, using the contact details below.

- Zurich Customer Services on 053 915 7775
- [dataprotectionofficer@zurich.ie](mailto:dataprotectionofficer@zurich.ie)
- Data Protection Officer, Zurich Insurance plc, FREEPOST, Zurich Insurance, PO Box 78, Wexford, Ireland.
- 

## Customer Care

### To Make a Complaint

Ivornia are committed to providing customers with a high standard of service at all times. Things can go wrong and there may be times when the service has not been what You expected. When this happens Ivornia will act promptly and fairly to address Your complaint and to put things right.

You may complain directly to Your Broker or Ivornia Insurance Ltd in connection with any element of cover.

### Complaint Process – All Policy Sections

At the first instance You can raise the complaint by contacting Your Broker, and give them full details of Your complaint.

If Your complaint is not resolved the complaint can be sent in writing to the Customer Service Manager at Ivornia Insurance Ltd, Ivornia House, Ravenscourt Office Park, Sandyford, Dublin 18, or e-mail: [info@ivornia.ie](mailto:info@ivornia.ie). Ivornia will do the following:

- Phone and tell you that the complaint has been received and try to resolve the complaint immediately;
- Acknowledge the complaint in writing within 5 business days of receiving it;
- In the unlikely event that the complaint has not been resolved within twenty (20) business days of receiving it, Ivornia will write and let You know what further action will be taken;

- Within forty (40) working days of receiving the complaint, You will receive a Final Response or, if this is not possible, a reason for the delay plus an indication of when a Final Response will be issued;
- You have the option at all times to raise the complaint with the **Insurer** which varies by Section and which contact details are given for each Section and **Insurer** below;
- At this point, if You are unhappy with how the complaint has been dealt You may refer the complaint to the Financial Services and Pensions Ombudsman (FSPO).

### Loss of or Damage to the Insured Car / Liability to Other People

At Zurich, we care about our customers and believe in building long-term relationships by providing quality products combined with a high standard of service. If it should happen that you have cause for complaint, either in relation to your policy or any aspect regarding the standard of our service, please see the steps outlined below.

- If you have arranged your policy with Zurich through a Broker, you should firstly direct your complaint to the Broker with whom you arranged your policy.
- If the matter remains unresolved to your satisfaction you can contact Zurich at (01) 6670666 or alternatively you can write to the Customer Service Co-ordinator at Zurich Insurance, PO Box 78, Wexford, or by email to [customer care@zurich.ie](mailto:customer care@zurich.ie).
- If the complaint is still not resolved to your satisfaction, you can write to the Chief Executive Officer at the aforementioned address, or alternatively you may wish to contact:
  - (i) Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Telephone: (01) 567 7000. Email: [info@fspoi.ie](mailto:info@fspoi.ie). Website: [www.fspoi.ie](http://www.fspoi.ie).
  - (ii) The Central Bank of Ireland, P.O. Box 559, Dublin1. Telephone: +353 (0) 1 224 5800.
  - (iii) Insurance Ireland, First Floor, 5 Harbourmaster Place, IFSC, Dublin 1. Telephone: (01) 676 1914.



## Breakdown Assistance

MAPFRE ASSISTANCE Agency Ireland provide the Breakdown Assistance covers in the Ivernia Total car policy. MAPFRE ASISTENCIA Compania Internacional De Seguros Y Reaseguros, S.A., trading as MAPFRE ASSISTANCE Agency Ireland is authorised by Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda in Spain and is regulated by the Central Bank of Ireland for conduct of business rules. (Ref C781)

The contact details where a customer wishes to raise a complaint about Breakdown Cover directly with MAPFRE ASSISTANCE are:

Customer Service Department  
MAPFRE ASSISTANCE Agency Ireland  
22-26 Prospect Hill  
Galway  
H91 TVF8

## Legal Expenses and Personal Accident

ARAG Legal Protection Limited provide the Legal Expenses cover in the Ivernia Total car **policy**. ARAG Legal Protection Limited is registered in Republic of Ireland number 639625. Registered address: Europa House, Harcourt Centre, Harcourt Street, Dublin 2, D02 WR20. ARAG Legal Protection Limited is regulated by the Central Bank of Ireland. (Reference C738). ARAG Legal Protection Limited is a coverholder of the **insurer** ARAG Insurance Company Limited, an Irish Branch of ARAG Allgemeine Versicherungs-AG.

ARAG Insurance Company Limited is authorised and regulated by the Federal Financial Supervisory Authority, BaFin (firm reference number VU5455), the regulatory authority in Germany, and is regulated by the Central Bank of Ireland for Conduct of Business rules.

The contact details where a customer wishes to raise a complaint about Legal Expenses ARAG Legal Protection Limited are:

The General Manager,  
ARAG Legal Protection Limited  
Europa House,  
Harcourt Centre,  
Harcourt Street,  
Dublin 2,  
D02 WR20

Phone: 01 670 7470  
Email: [customerrelations@arag.ie](mailto:customerrelations@arag.ie).

## Personal Accident

AIG Europe S.A. is registered in Republic of Ireland number 908876. AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances, and is regulated by the Central Bank of Ireland for conduct of business rules.

The contact details where a customer wishes to raise a complaint about Personal Accident cover directly with AIG Europe S.A are:

The Customer Complaints Officer  
AIG Europe S.A  
30 North Wall Quay,  
IFSC,  
Dublin 1.  
D01 R8H7.

Phone: +353 1 208 1400  
E-mail: [customercomplaints.ie@aig.com](mailto:customercomplaints.ie@aig.com)  
Website: [www.aig.ie/complaints](http://www.aig.ie/complaints)

As AIG Europe S.A. is a Luxembourg based insurance company, in addition to the complaints procedure set out above, you have access to Luxembourg mediator bodies for any complaints you may have regarding this Policy. Contact details of the Luxembourg mediator bodies are available on AIG Europe S.A.'s website: <http://www.aig.lu>

Your right to take legal action is not affected by following any of the above procedures.

## Right of Referral to the Financial Services Ombudsman – All Sections

If you are not satisfied with our decision on a complaint or if a decision has not been given after 40 days and/or a Final Response letter has been issued, you can bring their complaint to the Financial Services and Pensions Ombudsman.

The contact details are as follows:

Financial Services and Pensions Ombudsman  
3rd Floor,  
Lincoln House,  
Lincoln Place,  
Dublin 2,  
D02 VH29.  
Phone: +353 1 567 7000  
E-mail: [info@fspo.ie](mailto:info@fspo.ie)  
Website: [www.fspo.ie](http://www.fspo.ie)

## Endorsements

### PC1- Excluding Driving Other Cars

We will not provide cover for driving of other cars under Loss and Damage to the Insured Car and clause C of Liability to Other People.

### PC2 Accidental Damage Excess

For each event under Loss and Damage to the Insured Car of this policy we will not pay for the first amount shown in the schedule as excess.

### PC3 Indemnity to Employer

Under Liability to Other People of this policy we will cover your employer, named in the schedule, if you have an accident or loss in a car we cover while on business for that employer. This only applies if your employer is not entitled to cover under any other policy.

### PC4 Protected No-Claim Discount

You may make up to two unlimited claims in a three year period. You must pay the required extra premium for this cover. Your premium may still increase following an accident or claim.

### PC5 Driver Qualification – Open Driving 30- 70 Full EU Licence

We will not provide cover under the policy while the car is being driven by (or is in the charge of, for the purpose of being driven by) any person who is under 30 or over 70 years of age. No cover operates under the policy while the car is being driven by any person who holds a provisional EU licence.

### PC6 Driver Qualification – Open Driving 30- 70 Full EU Licence plus Named Drivers

We will not provide cover under the policy while the car is being driven by (or is in the charge of, for the purpose of being driven by) any person who is under 30 or over 70 years of age unless that person is named on the Certificate of Motor Insurance and policy schedule.

No cover operates under the policy while the car is being driven by any person who holds a provisional EU licence unless that person is named on the Certificate of Motor Insurance and policy schedule.

## Important Information

### This policy is arranged by:

**Ivernia Insurance Ltd.**

Ivernia House, Ravenscourt Office Park, Sandyford, Dublin 18, Ireland

info@ivernia.ie

Ivernia Insurance Ltd. is regulated by the Central Bank of Ireland (Reference C1279).

### Irish Law

This contract is governed by the Law of the Republic of Ireland unless otherwise agreed.

### Language

The language for contractual terms and communication will be English.

### Stamp Duties Consolidation Act 1999

Stamp duty has been or will be paid to the Revenue Commissioners in line with section 5 of the Stamp Duties Consolidation Act 1999.

### Insurance Act 1936

All money which becomes due under this policy will be paid in the Republic of Ireland in line with section 93 of the Insurance Act 1936.

### Currency

All monies payable under this policy will be paid in Euros, unless specified to the contrary.

## **Ivernia Insurance Limited**

Ivernia House  
Ravenscourt Office Park  
Sandyford, Dublin 18  
Ireland

**Email:** [info@ivernia.ie](mailto:info@ivernia.ie)



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