

A close-up photograph of a car's instrument cluster. The central gauge is a speedometer with a scale from 0 to 240 km/h. To its left is a smaller gauge with a scale from 0 to 6. To its right is another gauge with a scale from 0 to 40. The gauges are set against a light-colored dashboard background. The text "Policy Booklet" is overlaid in the top right corner.

## Policy Booklet

## Teachers Select Car Insurance Scheme

## Making a claim

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

1. Telephone our Motor Claims Assist on LoCall no. 1890 29 02 36 with the first notification of your claim. They will advise you what to do next and issue all appropriate documentation immediately.
2. Where comprehensive cover applies our Recommended Repairer Network can be availed of who in the case of the vehicle being unfit to drive will tow the vehicle. This will safeguard the vehicle from further damage from vandals or against theft of parts. Repairs can commence immediately. If the Recommended Repairers are not used, obtain an estimate and advise us immediately and we will appoint an assessor if necessary.
3. When repairs have been completed pay any contribution for which you may be responsible (see 7A) and then take delivery of your car

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

RSA is a registered business name of RSA Insurance Ireland Designated Activity Company (DAC). RSA Insurance Ireland DAC trading as RSA is regulated by the Central Bank of Ireland and registered in Ireland under number I48094 with registered office at RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16. The underwriter is RSA Insurance Ireland DAC which is a member of the RSA Group. Tel: 1890 290 100. Outside Ireland Tel:+ 353 1 290 1000

# INSURANCE POLICY

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

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

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

## **Duty of disclosure**

Your attention is drawn particularly to Condition 6 of the Policy. You must give us immediate notification of any alteration in the risk which materially affects this insurance. Failure to disclose all material information could invalidate the insurance or result in rejection of a claim leaving you unprotected

## **The cover provided by your Policy is shown on the Schedule**

### **Comprehensive**

- Sections 1-2-3-4-5-6b-7a-7b-7c apply

### **Third Party Fire and Theft**

- Sections 1-2-3-5-6b-7a-7b-7c apply

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

Please read your Policy thoroughly to make sure that it meets all your requirements.

You have the right to withdraw from this Policy, provided you have not made any claim, within 14 days of

- i) the starting date of cover or
- ii) the date on which you receive the full Terms

and Conditions of your Policy whichever is the later

Should you exercise this right the Insurer will refund you any premium which you have paid. You will not be able to make a claim at a later date. You must also return any Certificate and/or Disc of Insurance which has been issued to you. Please refer to Condition 9.

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

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

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

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

## Section I

### Liability to Third Parties

#### I Indemnity

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

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

Provided that any such person (other than the Insured)

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

#### Driving other cars

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

#### 2 Accidents caused by passengers

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

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

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

#### 4 Detached Trailers

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

#### 5 Legal Costs

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

- a) the solicitor's fee for representation at any Coroner's inquest in respect of any death
- b) the solicitor's fee for defending any proceedings in any Court of Summary Jurisdiction
- c) the cost of legal services up to €5,000 for defence in the event of proceedings being taken for manslaughter or dangerous driving causing death or serious bodily harm
- d) claimant's costs and expenses
- e) all other costs and expenses incurred with the Insurer's written consent subject to the limit specified in Paragraph I of Section I

## 6 EU extension

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

Excepted Persons (Section 1)

Any person claiming in respect of

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

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

## 7 Indemnity to Insured's Employer

Subject to the Terms, Limitations and Conditions of the Policy and Certificate of Insurance, the Policy automatically provides

indemnity to the Insured's employer in respect of the Insured's driving in the course of their employment on school business.

## Section 2 Loss or damage by fire or theft

- a) The Insurer will indemnify the Insured against loss of or damage to the Insured Vehicle (and its accessories and spare parts while permanently thereon) caused by fire lightning explosion theft or attempted theft of the Insured Vehicle
- b) The Insurer will indemnify the Insured in respect of the cost of replacement locks or reprogramming of locking devices of the Vehicle following theft of keys or locking devices from the permanent residence of the Insured following forcible entry up to a maximum of €1,000
- c) The Insurer will pay a fire authority any reasonable charge for which you are legally liable under the Fire Services Act 1981 or any amending legislation in respect of any incident giving rise to a valid claim under this Policy. Our maximum payment under this Policy will be €1,000 in respect of any one incident.

## Section 3 Windscreen Damage

The Insurer will pay for the cost of replacement or repair, if appropriate, of the windscreen or the glass in the Insured Vehicle up to a limit of €600, provided that the repair or replacement is carried out by a repairer recommended by the Insurer.

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

## Section 4 Accidental Damage

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

## Driving Other Cars

If item 5(b) on the Certificate of Insurance is operative and Section 4 of the Policy is operative the Insurer will in the terms of Sections 2, 3 and 4 indemnify the Insured in respect of any loss or damage occurring in the Republic of Ireland while personally driving a motor vehicle described in 5(b) provided the vehicle does not exceed 5,000cc engine capacity and/or €50,000 in value and has not been modified and/or is not a high performance vehicle

## Clauses applicable to Sections 2 3 and 4

- a) Where the Insured Vehicle is lost or in the Insurers opinion damaged beyond economical repair the Insurer may at its sole option arrange or authorise either
  - i) repair of the Insured Vehicle or
  - ii) replacement of the Insured Vehicle with a similar vehicle of the same manufacture, and the same model, and year of manufacture. In such event the Insurer shall become entitled to possession and ownership of the Insured Vehicle.

or

  - iii) make a payment of the amount calculated in respect of the Insurer's liability for the loss or damage, deducting an amount equal to the salvage value of the insured Vehicle.

If to the Insurers knowledge the Insured Vehicle is the subject of a hire purchase leasing or contract hire agreement any payment shall be made in priority to the owner to the extent of the owner's legal entitlement.
- b) If the Insured Vehicle is disabled by reason of loss or damage insured under this Policy the Insurer will bear the reasonable cost of protection and

removal to the nearest agreed competent repairer and re-delivery after repair to the Insured's address as stated in the Certificate of Insurance

- c) The Insurer may at its option require the Insured to place the Insured Vehicle in a safe place of storage designated by the Insurer pending its repair or disposal
- d) The Insurer's maximum liability for such loss or damage shall be the market value of the Insured Vehicle immediately preceding the incident giving rise to the claim but will not exceed any value declared by the Insured to the Insurer prior to the loss
- e) If the loss of or damage to the Insured Vehicle is contributed to or caused by it being driven through or into water, the Excess applicable to any such claim will be twice the amount applicable to any other loss under Section 7(A).

## Exceptions to Section 2 3 and 4

The Insurer shall not be liable for

- a) loss of use depreciation wear and tear mechanical, electrical, electronic or computer failures or breakdowns or breakages
  - b) damage to tyres by application of brakes or by road punctures cuts or bursts
  - c) loss destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
  - d) loss of or damage to radio telephones their component parts or ancillary equipment
  - e) any loss or damage in respect of satellite navigation equipment or games consoles and equipment or component parts unless permanently fitted to the Insured Vehicle
- The Insurers maximum liability in respect of such loss or damage is €1,000

- f) theft and/or unauthorised taking of the Insured Vehicle by any member of the Insured's family
- g) loss or damage due to theft or any attempt thereat occurring while the keys or locking device of the insured Vehicle are:
  - left in, on, or about the insured Vehicle while the insured Vehicle is unattended, or
  - left unattended in view in a place that the public can access.
- h) replacement of locks of the Insured Vehicle following loss of, damage to or theft of keys or locking devices which occurs without the theft of the Vehicle other than as set out in Paragraph b) of Section 2 of the Policy
- i) the first €1000 of any claim in relation to any loss as a result of deception or any fraudulent action by a purported purchaser or his or her agent.
- j) any costs, or associated costs, of importing parts or accessories, or car glass, from outside the European Union.
- k) any loss of or damage caused to the Insured Vehicle arising out of, or caused by, the use of incorrect or inappropriately treated fuel.

## Section 5 Additional benefits

### I Injury to Insured and Spouse

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

consequent upon such injury) occur within twelve calendar months of the accident

1. **death** €30,000
2. **total and irrecoverable loss of sight of one or both eyes** €30,000
3. **total loss by physical severance at or above the wrist or ankle of one or more limbs** €30,000

Payment shall be made under one only of items 1 to 3 above in respect of any one occurrence and the total liability of the insurer shall not exceed the sum of €30,000 during any one Period of Insurance in respect of each person

### Exceptions

The Insurer shall not be liable in respect of bodily injury

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

## 2 Personal Belongings

The Insurer will indemnify the Insured against loss of or damage to personal effects, clothing, school equipment and sports gear while in or on the Insured Vehicle by fire or by theft (or attempted theft) or by accidental means or at the request of the Insured the Insurer will indemnify such other person as may be the owner of the property so lost or damaged For the purposes of this Sub Section personal effects will include any business equipment owned by the Insured or spouse and used in connection with his or her occupation as a teacher  
Provided that

- a) the Insurer will not pay for the first €50 of any loss under this section, and the most the Insurer will pay is €800.
- b) compensation due to any person other

than the Insured shall be paid direct to such other person whose receipt shall be a full discharge

### Exceptions

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

- i) money stamps tickets documents or securities
- ii) goods or samples carried in connection with any trade or business
- iii) loss of or damage to mobile telephones satellite navigation systems, televisions or DVD/Video recorders, portable electronic devices including but not limited to ipods, ipads, tablets, music players, media players, laptop computers and in each case similar devices and their component parts or ancillary equipment or parts
- iv) jewellery
- v) any loss under this sub section unless the item(s) claimed for are stolen from the locked boot of the Insured Vehicle.

### 3 Temporary Replacement Car

If the Insured Vehicle is out of use as a result of loss or damage insured under this Policy the Insurer will indemnify the Insured in respect of the hiring charges of a similar vehicle from any recognised self drive hire operator

The Insurers maximum liability under this Section is limited to

- a) 7 days hiring charges where the loss or damage is covered under Section 4 of the Policy
- b) 14 days hiring charges where the loss or damage is covered under Section 2 of the Policy

The indemnity and benefits granted by the Policy (other than Paragraph 1 Section 5 if operative) shall not apply in respect of the car hired under the provisions of this Section

### 4 New Car Replacement

If the Insured Vehicle is lost and not recovered or is damaged beyond economic repair by any cause covered under Section 2 or 4 of this Policy and provided this loss occurs within twelve months of its first registration as new by you, we may in lieu of making a monetary payment replace the Insured Vehicle with a new vehicle of the same model and manufacture subject to availability.

If a vehicle of the same manufacture and model is not available, the Insurer will make a payment equal to the purchase price as shown on the bill of sale made out to the Insured.

### 5 Child Car Seats

The Insurer will indemnify the Insured against any loss or damage to child car seats or booster seats while in or on the Insured Vehicle caused by fire or theft (or attempted theft) or by accidental means Provided that

- a) the seat is designed for use in a private car and has been used in accordance with the manufacturers specifications
- b) in the event of loss or damage by theft or attempted theft the seat is concealed in a locked boot while the vehicle is left unattended

If the loss or damage is caused by fire theft or attempted theft and by no other cause the No Claims Discount will not be reduced

### 6 Wrong Fuel

If the incorrect type of fuel is put into the fuel tank of the insured Vehicle, the Insurer will pay an amount up to €700 to pay for the extraction of contaminated fuel from the tank and fuel lines, and for the cleaning of engine components. The Insurer will not pay for repairs, replacement parts or fuel.

### 7 Car Sharing

If the Insured receives payment as part of a car sharing arrangement in respect of the



carriage of passengers in the Insured Vehicle it will not be considered Hire and Reward provided that

- a) the arrangement is in respect of social or other similar purpose including commuting to or from the Insureds or passengers usual place of work
- b) the Insured Vehicle is not constructed or adapted to carry more than eight passengers excluding the driver
- c) the passengers are not being carried as part of a business
- d) the total payment does not involve an element of profit

## Section 6

### No Claim Discount

#### Section 6a

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

#### Section 6b

##### Protected No Claim Discount - One Claim in 3 Years (Unlimited)

If not more than **one claim** is made within a three year period prior to the renewal of the Policy, the Step-back Clause will not be applied at the renewal of the Policy Where these limits are exceeded your No Claim Discount will be stepped back in accordance with the Step-back Clause hereunder

If the Insurer pays a claim and protects your No Claims Discount under this sub section, the point on the No Claim Discount Scale will be maintained at the next renewal but will not be advanced.

#### Section 6c

##### No Claims Discount - Protection For Life

The Insurer will not reduce the No Claims Discount for any claim arising during the Period of Insurance

Section 6c will not apply if any incident giving rise to a claim occurs

- a) i) while the vehicle is being driven by any person other than the Insured or the Insured's Spouse
  - ii) if the driver is convicted of or has a fixed penalty imposed in respect of any serious road traffic offence involving driving under the influence of drink or drugs, refusing to give a sample, leaving the scene of the accident or similar offence
- b) the Insurer may at its option remove this cover if the Insured or any driver abuses this cover or is at any time found to be in breach of any Condition of this Policy
- c) if this Section does not apply for any reason stated in this Clause the No Claims Discount will be reduced in accordance with the Step Back Clause in respect of any incident giving rise to a claim during the Period of Insurance

#### Clauses Applicable to Section 6

- a) If any claim in the expiring Period of Insurance has been disregarded in calculation of the No Claim Discount shown in a renewal Schedule the Insurer may at its option treat such claim as having arisen during the Period of Insurance shown in the renewal Schedule
- b) In the event that a claim arises for loss or damage to the Insured Vehicle directly as a result of
  - i) malicious acts occurring within the confines of the school premises
  - ii) an incident involving a third party vehicle being driven by or used by an uninsured driver where the identity of this driver is known
 such claim will be disregarded in the calculation of No Claims Discount to apply at renewal of the Policy
- c) No Claims Discount Protection shall not apply to any event that may give rise to a claim under this Policy if at the time of

calculation of the No Claims Discount the claim or incident has not been finalised by the Insurer In the event that the claim is subsequently finalised within the limits set out in 6b the Insurer will retrospectively apply the No Claim Discount and will return any difference in premium to the Insured

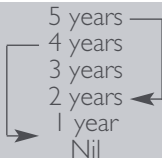
- d) Insurer will include all claims under this Policy in any statement of No Claims Discount issued. Other insurers may take those claims into account when calculating any premium

The following will not affect the discount

- a) payment under Section 1 sub Section 3
- b) any payment under Section 2
- c) any payment under Section 3
- d) any payment under Section 4 provided that the loss or damages occurs while the Insured Vehicle is within the confines of the schools premises or grounds and the damage is a direct result of a malicious act
- e) payment under Section 5 sub Section 5 Child Car Seats in the event of loss or damage by fire, theft or attempted theft
- f) payment under Section 5 sub Section 4 - New Car Replacement, in the event of loss or damage by fire, theft or attempted theft
- g) payment under Section 7B

### Step-back Clause

If a claim arises during any period of insurance for which the premium has been reduced by a No Claims Discount (NCD) the discount to be applied at the next renewal shall be reduced by the equivalent of three years on the Insurer's scale for each and every claim affecting the NCD.



## Section 7 Endorsements

### A Excess Clause

The Insurer shall not be liable for the first amount of any claim arising under Section 4 as shown in the table below:

	Using a recommended repairer	Using an alternative repairer
driver aged under 25	€425	€500
driver aged at least 25	€175	€250

To avail of the reduced Excess the Insured Vehicle must be repaired by the repairer recommended by the Insurer. In the event that the loss or damage occurs while the Insured Vehicle is within the confines of the schools premises or grounds and the damage is a direct result of malicious acts the amount of any Excess is reduced to €100.

### B Medical Expenses

If any occupant of any Insured Vehicle shall in direct connection with the Insured Vehicle sustain any bodily injury caused by violent accidental external and visible means the Insurer shall pay to the Insured in respect of each person injured the medical expenses for treatment as an inpatient up to an amount of €130 per day and subject to a maximum of 20 days treatment per person

### C Foreign Use

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

## Fire, Theft, Windscreen and Accidental Damage

The cover you have bought under Sections 2, 3 and 4 will apply while Your Car is in, or being transported between ports in, any Green Card Country for a single visit lasting up to a maximum of 60 days. If you claim for a risk we insure, we will also cover any costs you have as a result of being forced to pay customs duty. You may request us to extend the length of this cover by calling us, and should we agree to extend the period of cover we may ask you to pay an additional premium.

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

## Customs Duty

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

## Bail Bond

If Spain is included in the Foreign Use Extension the Insurer will upon request also issue a Bail Bond under which a guarantee or deposit will be furnished if the authorities impound the Insured Vehicle and/or detain the authorised driver as a direct result of an accident in that country which may be the subject of indemnity under the Policy and a guarantee or deposit is required for their release

Immediately the guarantee is released or the deposit becomes recoverable the Insured shall comply with all necessary formalities and give the Insurer all such information and assistance as it may require to obtain the

cancellation of the guarantee or the return of the deposit

If the guarantee or deposit is wholly or in part forfeited or taken for the payment of fines or costs in or as the result of any penal proceedings against the Insured (or the person driving) the Insured shall repay such amount to the Insurer forthwith

## Section 8 Uncoupled Trailer Cover

### A) Specified

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

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

### B) Unspecified

The indemnity given to the Insured is extended in respect of Liability to Third Parties under Section 1 of the Policy in respect of the use of any trailer owned by or in the custody or control of the Insured whilst uncoupled from the Vehicle in so far as is necessary to meet the requirements of the Road Traffic Acts Provided that the unladen weight of such trailer is less than one Tonne and such use is restricted to Social Domestic and Pleasure purposes and subject otherwise to the Terms Conditions and Exclusions of the Policy

## Section 9 Endorsements

Subject otherwise to the Terms Exclusions and Conditions of the Policy the attached Endorsement(s) shall apply

### GENERAL EXCEPTIONS

(Applying to the whole Policy)

#### The Insurer shall not be liable

- 1 in respect of any liability (in excess of the common law or the statutory liability applicable to the case) undertaken by special contract
- 2 in respect of any claim arising while any vehicle in connection with which indemnity is provided by this Policy is
  - (a) being driven by or is for the purpose of being driven in the charge of anyone other than the Driver whose Driving is covered or
  - (b) being used otherwise than in accordance with the Limitations as to Use
- 3 except so far as is necessary to meet the requirements of the Road Traffic Acts in respect of any loss of or damage to property, legal liability, expense, consequential loss or bodily injury which is directly or indirectly caused by or arising from or contributed to by
  - (a) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
  - (c) war, invasion, act of foreign enemy, hostilities or warlike operation

(whether war be declared or not), civil war, rebellion revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power

- (d) any act of terrorism For the purpose of this Exclusion an act of terrorism means an act, including but not limited to the use of force or violence or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government or to put the public, or any section of the public, in fear
- (e) any action in controlling, preventing, suppressing or in any way relating to c) or d) above

If the Insurer alleges that by reason of this Exclusion any liability, loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be the Insureds In the event any portion of this Exception is found to be invalid or unenforceable, the remainder shall remain in full force and effect

- 4 in respect of any accident injury loss or damage (except under Section 1) arising during (unless it be proved by the Insured that the accident injury loss or damage was not occasioned thereby) or in consequence of riot or civil commotion
- 5 in respect of any loss damage breakage or destruction to any property or consequential loss or liability directly or indirectly caused by or contributed to by or arising from
  - i) the failure or inability of any electronic equipment to

## GENERAL EXCEPTIONS

(Applying to the whole Policy)

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

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

## CONDITIONS

### 1 Accidents

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

### 2 Claims Procedure

Except with the written consent of the Insurer no person shall make any admission offer promise or payment on behalf of the Insurer the Insured or anyone claiming indemnity under the Policy The Insurer shall have full discretion in conducting the defence or settlement of any claim and in prosecuting in the

name of the Insured any claim for indemnity or damages The Insured shall give all such information and assistance as the Insurer may require

### 3 Other Insurance

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

### 4 Care of Vehicle

The Insured shall take all reasonable steps to safeguard the Insured Vehicle from loss or damage and maintain it in efficient and roadworthy condition, including but not limited to, ensuring that it has sufficient lubricant and oil to operate as prescribed by the manufacturer. The Insurer shall have at all times free access to examine such vehicle.

### 5 Cancellation & Mid-Term alterations

#### a) Cancellation by the Insured

The Policy may be cancelled at any time by the Insured on 7 days notice and provided no claim has arisen during the then current Period of Insurance the Insured shall be entitled to a return of premium less premium at the Insurers short period rate for the time the Policy has been in force, subject to Condition 5c)

#### b) Cancellation by the Insurer

The Insurer may cancel this Policy by sending 10 days notice, or, in the case of cancellation due to a default of installment payments 21 days notice, to the Insured at his/her last known address In such event the Insurer will return to the Insured the proportion of the premium for the unexpired Period of Insurance, subject to Condition 5c)

### c) Cancellation Procedures

The surrender of the current Certificate of Insurance to the Insurer shall be a Condition precedent to any return of premium under Condition 5a) or 5b)

The Insurer will deduct an amount in respect of fixed expenses from any return due to the Insured following cancellation of this Policy under condition 5a) or 5b)

### d) Mid Term Alteration

Where any change to the cover provided by this Policy and agreed by the Insurer results in an additional or return premium of less than €25 inclusive of levy the Insurer will not charge the additional or rebate the return premium to the Insured

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

### Short Period Rates

If the Policy is cancelled within the Period of Insurance the Proportion of the premium we will refund

First 14 days -

Refer to Condition 9 Cooling Off Period

1st month	return 80%
2nd month	return 70%
3rd month	return 60%
4th month	return 50%
5th month	return 40%
6th month	return 30%
7th month	return 20%
8th month	return 10%
9th month	
or later	no refund

## 6 Insured's Duty

The following are conditions precedent to the liability of the Insurer

- the truth of any information in connection with this insurance supplied by or on behalf of the Insured which shall be the basis of and incorporated in this contract
- Observance of the terms of the Policy relating to anything to be done or complied with by the Insured or so far as they can apply by any other person entitled to indemnity hereunder

Cover may not operate if any Material Information has been withheld or is inaccurate or misleading. The Insured should note specifically that failure to disclose all Material Information or the provision of false information could result in the Policy becoming void, a claim not being paid.

The Insurer reserves the right to recover any claims already paid, or to charge an additional premium and/or to amend the Terms and Conditions of the Policy.

Any of these actions which the Insurer may take are considered the application of Terms and must be disclosed by the Insured on any future request for any insurance cover or quotation. This may affect the Insureds ability to obtain insurance cover in the future.

Material Information is any fact which the Insurer would regard as likely to affect the acceptance or assessment of the risk.

It is recommended that the Insured keeps a record (including copies of letters) of all information supplied for the purpose of this insurance. In addition, by signing the declaration on the Proposal Form, the Insured warrants and represents to the Insurer that any information

provided in respect of any other person is provided with their authority and permission to disclose such information and for all the use of that information for all purposes set out in that form

## 7 Laws relating to Compulsory Motor Insurance

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

## 8 Disclosure of Convictions or Penalty Points

If the Insured, or any driver whose driving is covered by the Policy, is convicted of any criminal offence or an offence under the Road Traffic Acts, or has had a fixed penalty or penalty points imposed these are material facts and the following information must be disclosed before the next renewal date of the Policy:

1. The type of offence(s)
2. The penalty imposed, including penalty points if any for the offence(s)
3. The dates of conviction(s) or penalty imposed
4. The Driver Number(s), printed on the driving licence(s), of the driver(s) on whom the penalty points have been imposed

### Deferment clause

If any such offence has occurred during the expiring Period of Insurance and has been disregarded in the calculation of renewal

terms and premium, the Insurer may at its option treat such offence or penalty as having arisen during the Period of Insurance shown in the Renewal Schedule

## 9 Cooling Off Period

The Insured has the right to withdraw from this Policy provided

- a) there has been no claim made within 14 days of the starting date of cover or the date on which the Insured received the full Terms and Conditions of the Policy whichever is later
- b) the Certificate and Disc of Insurance issued has been returned to and received by the Insurer.

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

## 10 Drink or Drugs

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

## 11 Judgement in a Foreign Court

The Insurer will not pay for any judgements or proceedings against you in any court in any country outside the Republic of Ireland if we have not agreed to extend your cover to include use of your car in that country. This Condition does not apply to Section 7a Foreign Use above.

## Notes for the guidance of Insureds (not forming part of the Policy)

### Drivers

If you wish to include a driver not permitted by the Certificate of Insurance or if you wish to change a driver we may require a form to be completed in respect of the new driver showing that persons name, age and driving history. An additional premium may be required.

Our staff will be pleased to assist you.

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

### Change of Vehicle

We shall need to know

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

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

### Change of address

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

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

### Going abroad

Full policy cover applies only in the Republic of Ireland and the United Kingdom or any single trip of up to 30 days to a Green Card Country. To ensure that your current level of protection is maintained for travel to any other country, or for any trip in excess of 30 days to a Green Card Country, you must let us know **before** you make the trip.

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

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

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

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

### Help us to help you

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

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

Obtain names of any witnesses and Gardai involved.

Tell us about the accident as soon as possible by calling 1890 29 02 36.

We do not require an accident report form to be completed in every case.

We operate a Recommended Repairer Network which may be able to provide you with assistance in relation to the damage to your vehicle.

Please forward any communication received to us without delay.



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

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

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

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

## Important Notice

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

### Law applicable to Contract

Under relevant European (The European Communities (Non-Life Insurance) Framework Regulations 1994 (The "Framework Regulations")) and Irish law the parties to a proposed contract of insurance (RSA and you, the Proposer) are free to choose the law applicable to that contract. We propose that Irish law will apply to the contract.

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

### Customer Complaints Procedure

#### Customer Complaints Procedure

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

RSA Insurance Ireland DAC

RSA House

Dundrum Town Centre

Sandyford Road

Dublin 16

D16 FC92.

Telephone: 1890 290 100 Outside Ireland:  
00353 1 290 1000

Email: [complaints@ie.rsagroup.com](mailto:complaints@ie.rsagroup.com)

In the event of your complaint not being resolved to your satisfaction you may contact The Insurance Information Service, Insurance Ireland, Insurance Centre, 5 Harbourmaster Place, IFSC, Dublin 1, DO1 E7E8. Telephone (01) 676 1820 or the Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Telephone 1890 882 090 or (01) 662 0899.

## Data Protection

RSA Insurance Ireland DAC recognise that protecting personal information including sensitive personal information, is very important and we recognise that you have an interest in how we collect, use and share such information.

Please read the following carefully as it contains important information relating to the information that you give us or has been provided to us on your behalf. If you provide information relating to anyone other than yourself, you are responsible for obtaining their consent to the use of their data in the manner outlined below.

### What Does RSA do with Your Personal Data

Information you provide will be used by RSA for the purposes of processing your application and administering your insurance policy. RSA may need to collect sensitive data relating to you (such as medical or health records or convictions) in order to process your application and/or any claim made.

All information supplied by you will be treated in confidence by RSA and will not be disclosed to any third parties except (a) to our agents, sub-contractors and re-insurers (b) to third parties involved in the assessment, administration or investigation of a claim, (c) where your consent has been received or (d) where permitted by law. In order to provide you with products and services this information will be held in the data systems of RSA or our agents or subcontractors.

RSA may pass your information to other companies for processing on its behalf. Some of these companies may be based outside the EEA, but in all cases RSA will ensure that its transfers of data are lawful and that your information is kept securely and only used for the purposes for which it was provided.

Calls to RSA may be recorded for quality assurance or verification purposes.

## Fraud Prevention, Detection & Claims History

In order to prevent and detect fraud and the non-disclosure of relevant information RSA may at any time:

- Share information about you with companies within the RSA Insurance Group, other organisations outside the RSA Group including where applicable private investigators and public bodies including An Garda Síochána;
- Check and / or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this.

RSA may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance and related services for you;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your insurance policies with RSA;
- Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity;
- Undertake credit searches and additional fraud searches.

## Insurance Link Database

Information about claims (whether by our customers or third-parties) made under policies that we provide is collected by us when a claim is made and is placed on an insurance industry database of claims known as Insurance Link. This information may be shared with other insurance companies, self insurers or statutory authorities. This information includes the claimant's name, address and date of birth and the type of injury or loss suffered.

Insurance companies share claims data:

- a. to ensure that more than one claim cannot

- a. be made for the same personal injury or property damage
- b. to check that claims information matches what was provided when insurance cover was taken out
- c. when required, to act as a basis for investigating claims when our recorded information is incorrect or when we suspect that insurance fraud is being attempted.

The purpose of Insurance Link is to help us identify incorrect information and fraudulent claims and, therefore, to protect customers. RSA also reserve the right to use Insurance Link information at underwriting stage. More information about Insurance Link can be found at [www.inslink.ie](http://www.inslink.ie)

Guidelines for sharing your information with other insurance companies, self-insuring organisations or statutory authorities are contained in the Data Protection Commissioner's Code of Practice on Data Protection for the Insurance Sector which is available at [www.dataprotection.ie](http://www.dataprotection.ie).

Under the Data Protection Acts 1988 and 2003 you have a right to know what information about you and your previous claims is held on Insurance Link. If you wish to exercise this right, then please contact us at the address below.

## How to contact us

On payment of a small fee you are entitled to receive a copy of the information we hold about you and to seek rectification of any inaccurate data. If you have any questions, or you would like to find out more about this notice you can write to the Data Protection Officer, RSA Insurance Ireland DAC, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16.

## Consent

By providing us with your information you consent to all of your information being used, processed, disclosed and retained as set out above.

RSA, RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16.  
Telephone: 1890 290 100 Facsimile: (01) 290 1001

RSA is a registered business name of RSA Insurance Ireland Designated Activity Company (DAC). RSA Insurance Ireland DAC trading as RSA is regulated by the Central Bank of Ireland and is a private company limited by shares registered in Ireland under number 148094 with registered office at RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16.

