



DUAL

PRIVATE CLIENT

**aurum**

specialist

motor policy wording

Underwritten by XL Insurance  
Company SE (now part of AXA XL).  
Registered Office: 8 St. Stephen's  
Green, Dublin 2, D02 VK30, Ireland  
Registered in Ireland No: 641686



### **Useful Contact Details**

#### **Aurum Claims**

**t** 00 353 1 6640009

#### **Aurum General Enquiries**

[enquiry@dualgroup.ie](mailto:enquiry@dualgroup.ie)

**Thank you for choosing Aurum.**

We have given a great deal of thought to ensure we provide the cover and service our intermediaries would expect for their most important clients.

If you do need to make a claim please rest assured that we will deal with it promptly, without fuss and in a manner you would expect from someone you have chosen to protect your possessions.

If throughout the policy period you have any suggestions as to how we may improve any aspect of our cover or service, please let me know.

I wish you a year of safe and pleasurable motoring.

A handwritten signature in black ink, appearing to read 'Barry O'Dwyer', written in a cursive style.

**Barry O'Dwyer**  
Managing Director

11 Fitzwilliam Street Upper  
Dublin 2, D02 YV66  
Ireland



# Policy Contents

<b>01</b>	Complaints Procedure	<b>06</b>
<b>02</b>	The Meanings of Words in this Policy	<b>08</b>
<b>03</b>	General Terms and Conditions that Apply to this Policy	<b>10</b>
<b>04</b>	How to Make a Claim	<b>14</b>
<b>05</b>	General Exclusions	<b>15</b>
<b>06</b>	Physical Damage Cover	<b>16</b>
<b>07</b>	Additional Covers	<b>17</b>
<b>08</b>	Liability	<b>20</b>
<b>09</b>	Motor Legal Expenses Cover	<b>21</b>
<b>10</b>	European Motor Breakdown Assistance	<b>27</b>

# 01 Complaints Procedure

**We** are proud of the service that **we** provide and of **our** careful selection of intermediaries that **we** entrust to service this **policy**. Occasionally, things may go wrong and if this happens **we** have a procedure in place to fully investigate **your** complaint and, where appropriate, to make changes to prevent a recurrence.

If **you** are unhappy with any element of the cover **we** provide or any aspect of **our** service or have cause for complaint, please, in the first instance, contact the insurance intermediary that arranged the **policy** for **you**.

If **you** wish to make a complaint **you** can do so at any time by referring the matter to:

- a. If **you** wish to make a complaint in relation to Sections 6, 7 or 8 **you** can do so at any time by referring the matter to:

Managing Director  
DUAL Underwriting Ireland Limited  
11 Fitzwilliam Street Upper  
Dublin 2, D02 YV66  
**e** enquiry@dualprivateclient.ie  
**t** 01 664 0001

**DUAL Underwriting Ireland** will acknowledge **your** complaint, in writing, within five (5) business days of the complaint being made. **We** will also inform **you** of the name of one or more individuals that will be **your** point of contact regarding **your** complaint until the complaint is resolved or cannot be progressed any further.

**DUAL Underwriting Ireland** will provide **you** with an update on the progress of the investigation of **your** complaint, in writing, within twenty (20) business days of the complaint being made.

**DUAL Underwriting Ireland** will aim to provide **you** with its decision on **your** complaint, in writing, within forty (40) business days of the complaint being made

- b. If **you** wish to make a complaint in relation to Section 9 **you** can do so at any time by referring the matter to:

## ARAG

### How to make a complaint

**We** will always try to give **you** a quality service. If **you** think **we** have let **you** down, please write to **our** Head of Operations at ARAG Legal Protection Limited | Europa House | Harcourt Centre | Harcourt Street | Dublin 2 | D02 WR20. Or **you** can phone **us** during standard

office hours on 01 670 7470 or email **us** at customerrelations@arag.ie. Details of **our** internal complaint handling procedures are available on request. If **you** are still not satisfied **you** can contact the Financial Services and Pensions Ombudsman (FSPO) at Lincoln House | Lincoln Place | Dublin 2 | D02 VH29. **You** can also contact them by emailing their Information Service at info@fspo.ie or calling them on +353 1 567 7000. Website www.fspo.ie You can also contact the Insurance Information Service at 5 Harbourmaster Place | IFSC | Dublin 1 | D01 E7E8 or by phoning 01 676 1820. Website www.insuranceireland.eu Using these services does not affect **your** right to take legal action

- c. If **you** wish to make a complaint in relation to Section 10 **you** can do so at any time by referring the matter to:

## Ireland Assist

**We** will always try to give **you** a quality service. If **you** think **we** have let **you** down, **you** can contact **us** by: phoning 01 670 7470 emailing customerrelations@arag.ie writing to the Head of Operations at ARAG Legal Protection Limited | Europa House | Harcourt Centre | Harcourt Street | Dublin 2 | D02 WR20 Details of **our** internal complaint handling procedures are available on request. If **you** are still not satisfied **you** can contact the Financial Services and Pensions Ombudsman (FSPO) at Lincoln House | Lincoln Place | Dublin 2 | D02 VH29. **You** can also contact them by emailing their Information Service at info@fspo.ie or calling them on +353 1 567 7000. Website www.fspo.ie **You** can also contact the Insurance Information Service at 5 Harbourmaster Place | IFSC | Dublin 1 | D01 E7E8 or by phoning 01 676 1820. Website www.insuranceireland.eu

If **you** remain dissatisfied or **you** have not received a final decision within eight (8) weeks, **you** can refer **your** complaint to the Financial Services and Pensions Ombudsman (FSPO) at:

Financial Services and Pensions Ombudsman (FSPO),  
Lincoln House,  
Lincoln Place,  
Dublin 2  
D02 VH29

Local: 1890 882 090,  
**t** +353 1 567 7000, or  
**e** info@fspo.ie  
**w** www.fspo.ie

and/or

Insurance Ireland  
Insurance Centre  
5 Harbourmaster Place  
IFSC  
Dublin1

**t** +353 1 676 1914,  
**f** +353 1 676 1943, or  
**e** [iis@insuranceireland.eu](mailto:iis@insuranceireland.eu)  
**w** [www.insuranceireland.eu](http://www.insuranceireland.eu)

The Financial Services and Pensions Ombudsman will examine complaints from all customers, except limited companies with a turnover of €3 million and above.

The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. Our ADR scheme is the Financial Services and Pensions Ombudsman, which can be contacted directly using the contact details above. For more information about ODR please visit <http://ec.europa.eu/odr>.

#### **Insurance Guarantee Scheme**

Depending upon where in the EEA you and/or the insured risk is located there may be a local scheme that applies. Where a scheme is available in an EEA member state it may cover only limited types of insurance (e.g. compulsory motor cover) although some jurisdictions have wider schemes. If You have any questions, please contact Us.

#### **Conflicts of Interest**

**We** have a conflicts of interest policy in place to ensure that any potential conflicts of interest are avoided. In any event, **we** will ensure **you** are treated fairly and seek **your** acknowledgment in writing that **you** wish to proceed to take up the insurance.

## 02 The Meaning of Words in this Policy

Words with special meanings are defined here or in the part of the **policy** where they are used. Defined terms will be black and bold when used. Words using the singular should, where the circumstances require, be read in the plural.

The words below will have the following meanings where shown in black and bold throughout the **policy** unless a more specific special definition applies under a specific section:

**Act of terrorism** means an act, including using or threatening to use force or violence, which is committed by a person or group of people, whether acting alone or in connection with an organisation or government; and is for political, religious, ideological or similar reasons. This includes trying to influence a government or to frighten the public or any section of the public.

**Amendment to cover notice** means any notification of cover change issued to **you**.

**Agreed value** means the amount **your vehicle** is insured for and the amount **we** will pay if **your vehicle** is stolen and not recovered or totally destroyed. The **agreed value** is agreed by **you** and **us** as shown in the **schedule**. The amount should include the value at the inception date of the **policy**, all manufacturer fitted extras and modifications and any non-manufacturer extras or modifications approved by **us**.

**Call Assist** means **Call Assist** Limited, Axis Court, North Station Road, Colchester, Essex, CO1 1UX. Registered in England and Wales, number 3668383.

**Certificate** means the document issued for each **vehicle you** insure with **us**. This is **your** evidence of motor insurance. **Your certificate** should be read together with the **policy**.

**DAS** means **DAS Legal Expenses Insurance Company Limited** of DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Registered in England and Wales, number 103274.

**DUAL** or **DUAL Underwriting Ireland** means **DUAL Underwriting Ireland DAC**, 11 Fitzwilliam St., Dublin 2, D02 YV66. Registered in Ireland No. 633531.

**Endorsement** means any change to the terms of the **policy** agreed in writing.

**European Union** means Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden.

**Excess** means the amount for which **you** are responsible as the first part of each agreed claim as shown in the **schedule**.

**Household member** means any member of **your** household who permanently resides with **you** including **your** domestic employees, children studying away from home and any person living in the grounds of **your** residence.

**Identity fraud** means someone, or a group of people, knowingly using a means of identification belonging to **you** or a **named insured person** without **your** knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act, whether resulting from a theft from an **insured vehicle** or another covered loss under the **policy** during the **period of insurance**.

An act, or a series of acts, against **you** by one person or group of people is considered to be one **identity fraud**.

**Insured person** means those persons named on the **certificate**.

**Insured vehicle** means any **vehicle**, or any private vehicle, including a courtesy vehicle, when used by **you** or an **insured person** with the owner's permission. This does not include other vehicles owned by **you** or an **insured person**, vehicles available for the regular use of **you** or an **insured person**, or vehicles hired by any person other than **you** or an **insured person**.

**Lawshield** means **Lawshield** UK Ltd, 1210 Centre Park Square, Centre Park, Warrington, WA1 1RU..

**Loss of Limb** means:

- a. in the case of a lower limb, permanent physical severance at or above the ankle or permanent total loss of use of an entire leg or foot; and
- b. in the case of an upper limb, permanent physical severance at or above the wrist or permanent total loss of use of an entire hand or arm.

**Loss of sight** means total and irrevocable **loss of sight** in one or both eyes.



**Market value** means the cost to replace a **vehicle** with one of similar make, model and condition. **We** decide this amount.

**No claims discount** means the document provided by **your** previous insurer confirming the number of years **you** or an **insured person** has been driving the **vehicle** without making a claim. **We** will price **your** insurance based on **your** driving record and will not always ask for sight of this document. Should **your policy** be cancelled or lapsed, **we** will confirm the number of years **you** have been incident free whilst insured with **us**. **We** will only add these years to **your** previous **no claims discount** document if **we** have sight of the document from **your** last insurer.

**Non Household Member** means any person that does not permanently reside with **you** over the age of 30.

**Occurrence** means any one covered loss or accident which first occurs within the **policy** period and this **policy** applies.

**Period of insurance** means the **period of insurance** shown in **your** most recent **schedule**.

**Personal Effects** means personal property owned by **you**.

**Policy** means this **policy** wording including the **schedule**, any **endorsements**, any **amendment to cover notice** and the **certificate**.

**Rental Vehicle** means a vehicle that can be hired for a short period of time.

**Schedule** means the most recent document **we** sent to **you** showing **your** name, **your** address and **your** insurance details.

**Territorial Limits** means the **United Kingdom and the European Union**, as well as the Channel Islands, the Isle of Man, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland, Turkey (west of the Bosphorus) and United Kingdom or in transit by rail, sea, land (not under the **vehicle's** own power) or air between any countries listed in this definition.

**Total Loss** means that following a covered loss, a **vehicle** is deemed unrecoverable following a theft or is totally destroyed and beyond economical repair. A **vehicle** is considered a **total loss** when the salvage value plus the repair cost is equal to or greater than the amount of cover of the **vehicle**. The value of any salvage will be determined by **us** and any salvage will be disposed of in accordance with the ABI Code of Practice for the Disposal of Motor Vehicle Salvage. This decision will be made by **us**.

**Under the influence** means:

- a. having a blood alcohol level exceeding the prescribed limit as decreed by the Irish Road Traffic Act (or similar legislation of any other applicable country within the **territorial limits**) and/or;
- b. being **under the influence** of any illegal substance.

**Vehicle** means a **vehicle** listed in the **schedule** for which a **certificate** has been issued bearing the registration number or chassis number of that **vehicle**. The **vehicle** must be under a hire purchase agreement, be leased to or belong to **you**, a **household member** or a direct family relation. A **rental vehicle** will not be covered.

**We, us** and **our** means:

- a. under Sections 6, 7 and 8 **XL Insurance Company SE** – 100%
- b. under Section 9, **ARAG** – 100% and
- c. under Section 10, **ARAG** – 100%.

**XL Insurance Company SE** is a European public limited liability company and is regulated by the Central Bank of Ireland.

Registered Office is 8 St. Stephen's Green, Dublin 2, D02 VK30, Ireland.  
Registered in Ireland No. 641686

**You** and **Your** means the person named in the **schedule** as the policyholder and a spouse or partner that permanently resides with them.

## 03 General Terms and Conditions that Apply to this Policy

**DUAL Underwriting Ireland** issues this **policy** which is provided by **XL Insurance Company SE** except for Section 9, Legal Expenses Insurance where cover is arranged by **ARAG** and Section 10, European Motor Breakdown Assistance, where cover is underwritten by **ARAG**.

**DUAL Underwriting Ireland** and XL Insurance Company SE are subject to the Central Bank of Ireland Consumer Protection Code which offers protection to consumers. The Consumer Protection Code can be found on the Central Bank's website: [www.centralbank.ie](http://www.centralbank.ie).

**XL Insurance Company SE** is not providing any advice to **you** with regard to **this 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.

ARAG Legal Protection Limited is a coverholder of the **insurer** ARAG Insurance Company Limited, a 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.

This **policy**, **your schedule** and **your certificate** sets out the contract between **you** and **us**. They should be read as one document. **You** agree to pay the premium shown in the **schedule** and comply with **your** responsibilities described in this **policy**. Cover for each section is only operative where indicated on **your policy schedule**.

Various provisions in this **policy** restrict or exclude cover. Read the entire **policy** carefully to determine **your** rights and duties, and what is and is not covered.

### Information You Have Given Us

In deciding to accept this **policy** and in setting the terms including premium **we** have relied on the information which **you** have provided to **us**. **You** must take care when answering any questions **we** ask by ensuring that any information provided is accurate and complete. If **we** establish that **you** deliberately or recklessly provided **us** with untrue or misleading information **we** will have the right to:

- treat this **policy** as if it never existed;
- decline all claims; and
- retain the premium.

If **we** establish that **you** carelessly provided **us** with untrue or misleading information **we** will have the right to:

- treat this **policy** as if it never existed, refuse to pay any claim and return the premium **you** have paid, if **we** would not have provided **you** with cover;
- treat this **policy** as if it had been entered into on different terms from those agreed, if **we** would have provided **you** with cover on different terms;
- reduce the amount **we** pay on any claim in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you**, if **we** would have charged **you** more.

**We** will notify **you** in writing if i., ii. and/or iii. apply.

In accordance with the Cancellation and Cooling-Off Period Provisions, if there is no outstanding claim and ii. and/or iii. apply, **we** will have the right to:

- give **you** notice that **we** are terminating this **policy**; or
- give **you** notice that **we** will treat this **policy** and any future claim in accordance with ii. and/or iii., in which case **you** may then give **us** notice that **you** are terminating this **policy**;

### Changes that You Must Tell Us About

If there is any change in **your** circumstances or if the information **you** have provided is no longer true, valid or up to date, **you must** tell the intermediary who arranged the **policy** for **you** as soon as is reasonably possible as this may affect **your policy** and **your** ability to claim under it. **You** must tell **us** immediately and confirm:

- if **you** sell a **vehicle**;
- if **you** purchase a new vehicle that **you** want to insure with **us**;
- if **you** want to add a new **household member** or **insured person** to the **policy**;
- of all accidents, claims or losses including fire, theft, vandalism and malicious damage in the last 3 years, involving **you** or an **insured person**, to any vehicle whether insured by **us** or not;
- of all motoring convictions in the last 5 years (or 3 years for fixed penalty offences). If a motoring offence resulted in a custodial sentence, then **you** must tell **us** about all unspent convictions;
- if **you** or an **insured person** have been convicted of, or received a police caution for, or charged with but not yet tried for, any non-motoring related offence;
- if **you** or an **insured person** have received any penalty points (or have any pending);
- if **you** have had an insurer invoke cancellation, refuse to renew or agree to accept cover but only with special terms;
- if **you** have been declared bankrupt, had bankruptcy procedures taken against **you**, received a Court judgment or entered into an arrangement with creditors;
- if **you** have not given **us** a true representation of **your** driving experience;

- if there is any modification to **your vehicle** from the manufacturer's standard specification (manufacturer options are classed as standard specification);
- if **you** have not provided **us** with true and accurate information for all persons who are named on the **policy**. This includes: dates of birth, type of licence, period licence held, period of residency in the Republic of Ireland;
- if the windscreen to any **vehicle** shows any sign of damage before the **policy** inception, or before the **vehicle** was added to the **policy** mid-term;
- if any **vehicle** is used for hire & reward;
- if any **vehicle** is not used for the use as defined on the **certificate**;
- if **you** are buying and selling cars for profit or trade;
- of all types of employment that **you** receive income from or are named as a Director.
- If **your** health changes, which may affect your ability to drive;
- If **you** change address (i.e. your habitual residence); and
- If there are any other material changes to **your** circumstances or the information **you** have provided us with

If **you** are in any doubt please contact **your** intermediary without delay.

Upon receipt of **your** notification of any change in circumstance, **we** may amend the terms of this **policy** and or charge an additional premium and we reserve the right to consent or decline these changes.

No change or modification of this **policy** shall be effective except when made by written **endorsement** signed by **us**.

#### Concealment or Fraud

If **you**, or anyone acting for **you**, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, **we**:

- will not be liable to pay the claim; and
- may recover from **you** any sums paid by **us** to **you** in respect of the claim; and
- may by notice to **you** treat this **policy** as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** right under c. above:

- we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under this **policy** (such as the **occurrence** of a loss, the making of a claim, or the notification of a potential claim); and
- we** need not return any of the premium paid

#### Insurance Link Database

Under the conditions of **your** policy **you** must tell **us** about any insurance related incidents whether or not they give rise to a claim. When **you** tell **us** about an incident **we** may pass information relating to it to an insurance industry database of claims known as Insurance Link and/or any other relevant databases. **We** may search these databases when **you** apply for insurance, in the event of any incident or claim, or at renewal to validate your claims history or that of any other named insured person.

Guidelines for sharing **your** information with other insurance companies 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).

**You** are entitled to receive a copy of the information **DUAL Underwriting Ireland** holds about **you**. No fee will apply in line with GDPR. If **you** have any questions, or **you** would like to find out more about this notice **you** can write to:

The Data Protection Officer  
DUAL Underwriting Ireland DAC  
11 Fitzwilliam St.  
Dublin 2, D02 YV66

#### Maintenance

**You** must ensure an **insured vehicle** is kept in a road worthy condition and take reasonable steps to protect any **insured vehicle** from loss or damage. If the condition of the **insured vehicle** or illegal tyres are considered to have contributed or caused the loss or damage, no cover will be provided under the **policy**. If the **insured vehicle** requires an NCT and is the subject of a **total loss** claim, **we** will settle the claim based on the **market value** in the absence of such a document.

#### Law

Unless some other law is agreed in writing between **you** and **us**, this **policy** will be governed by Irish law and practice and to the exclusive jurisdiction of the courts of Irish law.

#### Insurance Act 1936 (or future amendments thereto)

All monies which become or may become payable by the Company under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

#### Finance Act 1990 (or future amendments thereto)

The appropriate stamp duty has been or shall be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

### Construction, Severability and Conformance to Statute

- a. If any provision contained in this **policy** is, for any reason, held to be invalid, illegal, unenforceable in any respect, it is hereby deemed to be severed and to have no effect on any other valid, legal and enforceable provisions of this **policy**.
- b. If any provision contained in this **policy** is, for any reason, held to be invalid, illegal or unenforceable, it will be construed by limiting it so as to be valid, legal and enforceable to the extent compatible with applicable law.
- c. Any provisions of this **policy** which are in conflict with the statutes or regulations of the state or country wherein this **policy** is issued are hereby amended to conform to such statutes or regulations.
- d. In this **policy**, any reference to an Act or Order is, unless the contrary intention applies, a reference to that enactment as amended, extended or applied to any other enactment.

### Several Liability Clause

The liability of an insurer under this **policy** is several and not joint with other insurers party to this **policy**. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this **policy**.

The proportion of liability under this **policy** underwritten by an insurer is shown in this **policy**.

Although reference is made at various points in this clause to “this **policy**” in the singular, where the circumstances so require this should be read as a reference to **policies** in the plural.

### Cooling off period

**You** can cancel this **policy** by notifying **us** through **DUAL** within fourteen (14) working days of either:

- a. the date **you** receive this **policy**; or
- b. the start of **your period of insurance**;

whichever is the later.

A full refund of any premium paid will be made unless **you** have made a claim in which case the full annual premium is due.

### Your Cancellation

**You** may cancel this **policy** at any time by notifying **us**.

Cancellation cannot be backdated and will take effect from the date **we** receive notification from **you** or your intermediary. The portion of **your** premium assigned to the Motor Legal Expenses Cover will not be refunded. If **you** have not made a claim during the **period of insurance**, **we** will refund the proportion of any remaining premium **you** have paid calculated on a proportional daily basis depending on how long the **policy** has been in force. If **you** have made a claim during the **policy period** no refund will be paid.

### Our Cancellation

**We** can cancel this **policy**, if there is a valid reason to do so, including for example:

- a. any failure by **you** to pay the premium; or
- b. a change in risk which means **we** can no longer provide **you** with insurance cover; or
- c. non-cooperation or failure to supply any information or documentation **we** request, such as details of a claim;

by giving **you** fourteen (14) working days notice in writing. If **you** have not made a claim during the **period of insurance**, **we** will refund the proportion of any remaining premium **you** have paid calculated on a proportional daily basis depending on how long the **policy** has been in force. If **you** have made a claim during the **period of insurance** no refund will be paid.

### Payment of premium

**Your** premium must have been paid for in full before **we** make any payment under this **policy**. Following a **total loss we** will deduct any outstanding premium for the **period of insurance** from any payment payable to **you**.

### Auto-renewal

**DUAL Underwriting Ireland** will send your intermediary notification of renewal of the **policy** not less 15 working days prior to the date of expiry of the **policy**.

**Your policy** will be automatically renewed at the end of the **policy period** unless **you** inform **us** or **we** inform **you**, through **DUAL Underwriting Ireland**, to the contrary.

If **your** intention is not to renew **your policy you** must advise your intermediary of **your** intention before the expiry of the **policy period** to avoid any premium becoming due to **us**.

### Other Insurance

If a loss covered by this **policy** is also covered by other insurance, **our** cover will be secondary to any other insurance in force.

If **you** are a named driver on a **policy** that is insuring a vehicle **you** have borrowed, **our** cover will not apply.

### Losses Not Covered by this Policy

If, by law, **we** must make a payment that is not covered by the **policy**, **we** have the right to recover the payments from **you**.

### Transfer of rights

If **we** make a payment under this **policy**, **we** will assume any recovery rights **you**, or any **insured person** has in connection with the loss, to the extent of any payment **we** have made under this insurance **policy**. **You** or an **insured person** must provide **us** with all the information and assistance possible for **us** to achieve a settlement and must do nothing after a loss to prejudice such rights.

## Return premiums and additional premiums

If **you** make any amendments to **your policy** and the resulting pro-rata additional or return premium is less than €50 **we** will not apply this amount and the return or additional premium due shall be nil.

## Fraud Prevention and Detection

In order to prevent and detect fraud **we** may at any time:

- a. share information about **you** with other organisations and public bodies including the police;
- b. 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. **We** and other organisations may also search these agencies and databases to:
  1. help make decisions about the provision and administration of insurance, credit and related services for **you** and **insured persons**.
  2. trace debtors or beneficiaries, recover debt, prevent fraud.
  3. check **your** identity to prevent money laundering, unless **you** furnish **us** with other satisfactory proof of identity.
- c. undertake credit searches and additional fraud searches.

**We** can supply on request further details of the databases **we** access or contribute to.

## Automatic Number Plate Recognition (ANPR) Database

**Your** insurance cover details will be added to the Garda ANPR (Automatic Number Plate Recognition) system database. This has been set up to help identify uninsured drivers, and may be searched by an Garda to help confirm who is insured to drive. If there is an accident, the Database may be used by insurers and the Motor Insurers' Bureau of Ireland to identify relevant policy information.

**You** can ask us for more information about this. **You** should show this notice to anyone insured to drive a vehicle covered under this policy.

## Sanctions

**We** shall not provide any benefit under this **policy** to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

## Fair Processing Notice - applicable to XL Insurance Company SE

This Privacy Notice describes how **we** collect and use the personal information of insured's claimants and other parties (for the purpose of this notice "**you**") when **we** are providing **our** insurance and reinsurance services.

The information provided to **us**, together with medical and any other information obtained from **you** or from other parties about **you** in connection with this **policy**, will be used by **us** for the purposes of determining **your** application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. **We** may be required by law to collect certain personal information about **you**, or as a consequence of any contractual relationship **we** have with **you**. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by **us** for these purposes with group companies and third party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of **your** personal information. Because **we** operate as part of a global business, **we** may transfer **your** personal information outside of the European Economic Area for these purposes.

**You** have certain rights regarding **your** personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of **your** personal information in a usable electronic format and to transmit it to a third party (right to portability).

If **you** have questions or concerns regarding the way in which **your** personal information has been use, please contact: [compliance@axxl.com](mailto:compliance@axxl.com).

**We** are committed to working with **you** to obtain a fair resolution of any complaint or concern about privacy. If, however, **you** believe that **we** have not been able to assist with **your** complaint or concern, **you** have the right to make a complaint to the UK Information Commissioner's Office.

For more information about how **we** process **your** personal information, please see **our** full privacy notice at: <https://axxl.com/privacy-and-cookies>.

## Privacy Statement - applicable to ARAG

This is a summary of how we collect, use, share and store personal information. To view our full privacy statement, please see our website [www.arag.ie](http://www.arag.ie)

## Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. We will hold and process this information in accordance with all relevant data protection regulations and legislation. Should we ask for personal or sensitive information, we undertake that it shall only be used in accordance with our privacy statement. We may also collect information for other parties such as suppliers we appoint to process the handling of a claim.

## Using personal or sensitive information

The reason we collect personal or sensitive information is to fulfil our contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, we may need to share personal or sensitive information with other organisations. We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to our full privacy statement for full details.

## Keeping personal information

We shall not keep personal information for any longer than necessary.

## Your rights

You have a number of rights in relation to how we hold personal data including; the right to a copy of the personal data we hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when we will not be able to delete personal data, please refer to our full privacy statement.

## 04 How to make a Claim

We want **your** claim to be settled swiftly and in full so that **you** may put the event leading to a claim behind **you** as soon as possible.

To make a claim for glass, European Motor Breakdown Assistance, Legal Expenses, Liability or Physical Damage, call **our** 24 hour, 7 days a week helpline:

**t 00 353 1 6640009**

**Your policy** details the terms, conditions and level of cover that applies. In the event of an incident that may give rise to a claim **you** must:

1. not admit liability;
2. report the incident to the police if **you** suspect that a crime has been committed or a person has been injured and obtain a crime reference number;
3. if the incident involves a visiting motorist, report the incident to the Motor Insurer's Bureau of Ireland, 39 Molesworth Street, Dublin 2. Telephone: (01) 6769944;
4. take all reasonable measures to prevent or reduce the likelihood of further loss or damage;
5. provide **us**, via **your** insurance intermediary, with the information that **we** or they require.

If **you** are being held responsible for injury or damage **you** must send to **us** or **your** insurance intermediary all correspondence **you** receive as soon as practicably possible. **You** or a **named insured person** must not admit liability or make any promise of payment without **our** consent, otherwise **we** may not have to pay the claim.

If **your** claim is valid **we** will:

- arrange for the repatriation of **you** or the **insured person** and **your** or the **insured persons** passengers;
- where necessary recover the **insured vehicle** to a repairer of **your** choice or if **you** prefer to a repairer approved by **us**;
- where necessary arrange for a courtesy car following a covered loss;
- inspect, approve and authorise any repairs to the **insured vehicle**;
- clean the **insured vehicle** on completion of any repairs;
- where appropriate return the **insured vehicle** to **you**;
- collect any courtesy car from **you**;
- guarantee the repairs to the **insured vehicle** if carried out by an approved repairer for a period of 3 years.

Calls may be monitored or recorded.

### Motor Legal Expenses

Legal Expenses Services are provided by **ARAG**.

**ARAG** will aim to recover **your** uninsured losses, which may include the cost of repairing or replacing **your vehicle**, **your excess**, injury compensation and other out-of-pocket expenses.

### European Motor Breakdown Assistance

European Motor Breakdown Assistance is underwritten by **ARAG**.

When reporting a claim **you** will be required to provide the following information:

- Policyholder's name and **policy** number.
- Registration number of the **insured vehicle**.
- Make, model and colour of the **insured vehicle**.
- Nature of the breakdown and location of the **insured vehicle**



## 05 General Exclusions

The following exclusions apply to the whole of the **policy**. Any additional exclusions are shown in the sections to which they apply and/or on **your schedule**.

This insurance does not cover the following:

1. Any loss, damage or liability arising out of a deliberate act by **you** or an **insured person** or by anyone acting on **your** behalf.
2. Any loss, damage or liability arising directly or indirectly from biological or chemical contamination.
3. Any loss, damage or liability arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination.
4. Any loss, damage or liability caused directly or indirectly by war, acts of foreign enemies, hostilities (whether war is declared or not), invasion, civil war, rebellion, revolution, insurrection or military or usurped power or the destruction or seizure of any **insured vehicle** for a military purpose.
5. Any loss, damage or liability caused by the confiscation, destruction or seizure of property by any military, government or public authority.
6. Any loss, damage or liability arising from:
  - a. airport service vehicles;
  - b. vehicles being used on those parts of airport premises to which the public do not have free vehicular access.
7. Any diminution in value of any **insured vehicle** following a loss.
8. Any loss, damage or liability arising from participation in or instruction or preparation for any racing, rallies, trials, pace-making or speed testing in any prearranged or organised event (including but not by way of limitation the Gumball Rally or Cannonball Run) or any on track use (including but not by way of limitation, the Nürburgring).
9. Any person who uses an **insured vehicle** without the owner's permission.
10. Any loss, damage or liability arising from the use of any **insured vehicle** to carry property or people for a fee.
11. Any loss, damage or liability arising from the operation of any **insured vehicle** that has been hired, leased or loaned by **you** or any **insured person** for a fee to any other person. This exclusion does not apply to any courtesy vehicle provided to **you** whilst **your vehicle** is being repaired or whilst a claim is being settled or to any self drive hire vehicle covered under this **policy** as a temporary **insured vehicle**.
12. Any death or injury of any employee arising out of his or her employment by **you** or an **insured person** if cover for such person is provided under an employer's liability insurance **policy** that complies with current Irish employer's liability legislation, or any similar legislation of any other applicable country within the **territorial limits**.
13. Any vehicle with less than four wheels unless agreed with **us** and noted in the **schedule**.
14. Any loss or damage caused to an **insured vehicle** by wear and tear, mechanical or electrical breakdown or any damage caused by a computer error or malfunction or an error in computer programming.
15. In respect to Third Party Liability Cover, any loss, damage or liability resulting from or in connection with any **act of terrorism** except in so far as necessary to comply with the Irish Road Traffic Act.
16. Any claim where **you** or an **insured person** would be entitled to be paid under any other insurance if this **policy** did not exist, except for any amounts in excess of the amount that would be covered under the other insurance.
17. Any bus, coach or vehicle with 10 or more seats including that of the driver.
18. Any waterborne vessel, aircraft, hovercraft or other vehicle not designed to run on land unless amphibious which is licenced to go on highways (but not including any waterborne exposure).
19. Any loss involving the ownership, operation, maintenance or use of any vehicle the principal use of which is:
  - a. the transportation of high explosives such as nitroglycerine, dynamite or any other similar explosive;
  - b. the bulk transportation of liquid petroleum or gasoline;
  - c. the transportation of gas in liquid, compressed or gaseous form.
20. **We do not provide the cover included in Section 6, Physical Damage Cover and Section 7, Additional Covers if at the time of the covered loss you or a named insured person is under the influence.**

## 06 Physical Damage Cover

Physical Damage cover only applies to **your policy** if shown in **your policy schedule**. Please check to ensure this cover has not been deleted by an **amendment of cover notice** or an **endorsement** detailed on **your schedule**.

### What is covered

Under this section, **we** will cover loss or physical damage to a **vehicle** occurring during the **period of insurance** anywhere within the **territorial limits**.

### What is not covered

- The **excess** applied to the **vehicle** which is the subject of the loss. Please check for any specific driver **excess** amounts detailed on **your schedule**.
- Loss of use of the **insured vehicle**.

### How we will pay your claim

#### Amount of cover

**Your vehicle(s)** are insured for the amount shown in **your policy schedule** however, **you** agree that **we** may change this amount when the **policy** is renewed to reflect current costs and values.

Each **vehicle** listed in **your schedule** is insured for an **agreed value**, unless stated otherwise on **your schedule**.

### Payment basis

#### Total loss

If a **vehicle** is declared a **total loss** **we** will pay **you** the **agreed value** unless **market value** applies. If there is already damage to the **vehicle** from a previous incident, **you** agree **we** may reduce **our** payment by the amount it would cost to repair the previous damage.

A **vehicle** is considered stolen when it is stolen and not recovered within 30 days of its theft.

When **we** pay for a **total loss**, the salvage becomes **our** property.

If a stolen **vehicle** is recovered **we** will pay for any covered damage following the theft.

When **we** pay for a **total loss** **we** will deduct from the amount of cover any amount required to be paid to discharge any outstanding finance agreement associated with the **vehicle**.

#### Partial loss

If a **vehicle** is partially damaged, **we** will pay the amount required to repair or replace, whichever is the least, the damaged part without deduction for depreciation, up to the amount of cover for each **occurrence**. Subject to availability **we**, will replace the damaged part with the original manufacturers part.

**We** use a panel of expert repairers however, **you** may wish to use **your** own repairer of choice.

**We** must approve and authorise all repairs before any work commences otherwise **we** may not pay **your** entire claim.



## 07 Additional Covers

These covers are provided if Section 6, Physical Damage Cover applies to **your policy** and are in addition to the limits shown on **your schedule** unless stated otherwise. The **excess** applicable to the **insured vehicle** applies to these covers unless stated otherwise. Exclusions are described in Section 5.

### Audio and Electrical Equipment

In the event of a covered loss **we** will also cover the following for loss or damage if the cost of replacement is included in the **agreed value**. If it is not included in the **agreed value** there will be no cover for such equipment.

- a. The following equipment if permanently installed in or removable from a housing unit within the **vehicle** and designed to be operated only by the power of the **vehicle**:
  - radios, tape players, CD players & DVD players;
  - televisions;
  - global positioning systems or similar equipment including their accessories and antennas.
- b. Telephones if permanently installed in the **vehicle** and designed to be operated only by the power of the **vehicle**, including their accessories and antennas.

**Your excess** does not apply to this additional cover.

### Glass Cover

**We** provide window and sunroof glass replacement in the event of a covered loss to any listed **vehicle**.

A €100 **excess** applies to this additional cover. However, if the glass is repaired, the **excess** does not apply. A courtesy vehicle is not provided following a claim under this section of **your policy**.

### Lock Replacement

In the event of damage to locks on a **vehicle** or in the case of the theft or loss of keys, ignition card or lock transmitter of any **vehicle**, **we** will pay for the necessary replacement cost of:

- a. all external locks of the **vehicle**;
- b. the ignition/steering lock if this is operated by the same key; and
- c. the lock transmitter and/or central locking interface.

A courtesy vehicle is not provided following a claim under this section of **your policy**.

**Your excess** does not apply to this additional cover.

### Personal Effects

**We** will pay for **your personal effects** in an **insured vehicle** that are lost or damaged due to an accident or to fire, theft or attempted theft during the **period of insurance** up to a total amount of €1,000.

**Your excess** does not apply to this additional cover.

### Psychiatric Cover

If as a direct result of a covered loss **you** are injured and unable to drive, **we** will pay up to €5,000 for psychiatric services as recommended by a qualified mental health professional when incurred within 1 year of the date of the covered loss. If **your policy** is cancelled **our** payments will cease the date **your policy** is cancelled.

**We** do not provide this additional cover if at the time of the covered loss **you** or an **insured person** is **under the influence**.

### Courtesy Vehicle

If a **vehicle** cannot be used because of a covered loss that in **our** opinion is not **your** fault and the third party are insured **we** will provide **you** or an **insured person** with a courtesy vehicle for the period of time that the **vehicle** is being repaired.

Provision of the courtesy vehicle will be subject to the terms and conditions of **our** approved replacement vehicle supplier.

**You** need to notify **us** if **you** or an **insured person** are to take possession of a courtesy vehicle to ensure the required level of cover is provided.

### Emergency Transportation and Accommodation

If following a covered loss more than 50 miles from **your** or an **insured person's** closest residence and **you** or an **insured person** incur emergency transportation costs, **we** will pay such costs up to a maximum of €500.

In addition, **we** will pay up to a maximum of €1,000 for accommodation and meals. **Your excess** does not apply to this cover.

### Medical Expenses

**We** will pay up to €500 each for necessary medical expenses for **you** or an **insured person**, incurred as a result of an accident during the **period of insurance**. Such medical expenses must arise out of injury to **you** or an **insured person** while he or she is occupying a **vehicle**. This additional cover also applies if **you** or an **insured person** is struck by another motor vehicle or trailer.

The most **we** will pay for one **occurrence** is €2,000.

#### Emergency Treatment

We will reimburse **you** or an **insured person** using an **insured vehicle** for payment made under the Irish Road Traffic Act for emergency treatment incurred as a result of an accident during the **period of insurance**. **Your excess** does not apply to this additional cover.

#### Inability to Drive Following Injury

If **you** are unable to drive as a result of injury following an accident during the **period of insurance** which results in an insured claim under this **policy**, **we** will contribute towards alternative transportation costs, up to a maximum of €3,000 and for a maximum period of 12 months.

**Your** inability to drive must be confirmed in writing to **us** by **your** General Practitioner every 90 days from the date of the **occurrence** for this benefit to continue. **We** will not provide this cover if at the time the covered loss occurred **you** were **under the influence**. **Your excess** does not apply to this additional cover.

#### Inability to Drive due to ill Health

If **you** have **your** driving licence revoked by the relevant Irish government body during the **period of insurance** as a result of being incapacitated due to ill-health, **we** will contribute towards **your** or an **insured person's** alternative transportation costs, up to a maximum of €3,000 and for a maximum period of 12 months.

#### Foreign Use

**We** will cover **you** or an **insured person** whilst driving a **vehicle** for trips to countries within the **territorial limits** commencing during the **period of insurance**. **We** must be notified if any trip is to exceed 30 days.

The **certificate** will provide evidence that the compulsory insurance laws within the **territorial limits** are met with. **Your excess** does not apply to this additional cover.

#### Child Car Seats

If **you** or an **insured person** has a child car seat in a **vehicle** and the **vehicle** is involved in an accident during the **period of insurance** involving impact damage, **we** will replace the child car seat with a new one of equivalent quality even if the child car seat itself is not damaged.

**Your excess** does not apply to this additional cover.

#### Trailers

**We** will pay up to €2,000 during the **period of insurance** for theft or physical damage to a trailer or non-motorised Horsebox, which **you** own or are legally responsible for.

No **excess** applies to this cover.

#### Identity Theft

**We** will cover **you** or a **named insured person** for the following expenses incurred as a direct result of an **identity fraud** involving a **vehicle**:

- solicitor's fees to defend a claim against **you** by financial institutions, to remove incorrect judgments, to challenge a consumer credit rating or to witness **your** signature;
- the cost of sending letters by certified post and making telephone calls to the police, financial institutions and credit agencies;
- fees charged when **you** re-apply for a loan that was originally rejected;
- **your** lost earnings because of time off work to talk to the police, financial institutions or credit agencies.

**We** do not cover **identity fraud** connected with **your** business, **your** profession or **your** occupation.

The most **we** will pay is €12,500 during the **policy** period.

### Disablement

If **you** are registered disabled as a result of a covered loss to a **vehicle** **we** will pay up to €10,000 towards the cost of any necessary relevant modifications to **your vehicle**.

### Carjacking and Road Rage

**We** will pay for the reasonable costs, as agreed by **us**, shown below which are incurred by **you** whilst driving a **vehicle** with **your** permission as a result of any one road rage or carjacking **occurrence** within the **territorial limits**:

- up to €5,000 per person in respect of medical expenses incurred due to injuries sustained in a carjacking **occurrence** within 6 months of the carjacking **occurrence**;
- up to €5,000 per person in respect of psychiatric services as prescribed by a physician psychologist or other mental health professional as a result of a carjacking **occurrence** incurred within 6 months of the carjacking **occurrence**;
- up to €5,000 per person in respect of loss of income.

The maximum **we** will pay during the **policy period** for all carjacking and road rage expenses is €20,000. **Your excess** does not apply to this additional cover.

### No Claims Discount Protection

This cover may apply to one or more of **your vehicles** if the additional premium for **no claims discount** protection has been paid and the cover is shown in **your schedule**. For a **vehicle** to be eligible for protected **no claims discount** it must already be subject to a maximum **no claims discount**. If a **vehicle** has **no claims discount** protection **we** will only reduce **your no claims discount** following a claim under **your policy** if **you** have more than 1 blame loss which in **our** opinion **you** are responsible for in a three year period. This additional cover is not a guarantee against a premium increase or decrease at renewal.

### Personal Accident Cover

**We** will pay **you**, or the applicable estate, €30,000 for bodily injury in the event that an accident during the **period of insurance** involving an **insured vehicle** is the sole cause of:

- death, or;
- total **loss of a limb**, or;
- loss of sight** in one or both eyes;
- a career ending injury.

For the purpose of this cover a career ending injury means irrecoverable disablement which permanently and totally incapacitates **you** for a continuous period of 12 months, and **you** are medically determined to have no likely hope of improvement sufficient to participate in their sport ever again.

**We** do not provide this additional cover if the accident is caused directly or indirectly whilst **you** are **under the influence**. **Your excess** does not apply to this additional cover.

### Driving other cars

**You** will be covered under Sections 8, 9 and 10 of this **policy** whilst driving another vehicle. This additional cover only applies if the vehicle concerned:

- is not owned by **you** or a **insured person**;
- is not available for the regular use of **you** or a **insured person**;
- is registered with the relevant Irish government body and is being driven in the Republic of Ireland;
- is not being hired by any person other than **you**; and
- is not listed in **your schedule**.
- has active insurance in place in the name of the registered owner or the keeper of the vehicle.

**You** will be covered under Section 6, 8, 9 and 10 of this **policy** if a courtesy car is provided and notified to **us** in the event of:

- a covered loss to a **vehicle**
- servicing, warranty work or manufacturer recall of a **vehicle**

This additional cover is secondary to any other insurance that applies at the time of a loss.

### Road Tax

If following a covered loss **your** or a named insured person's vehicle is declared a total loss **we** will pay for the unexpired portion of the road tax unable to be recovered from the licencing authorities.

### Uninsured Drivers

If an **insured vehicle** suffers loss or damage caused by an uninsured driver or a third party that is untraceable **we** will not reduce **your no claims discount** provided **you** have made all reasonable attempts to obtain the third party's details and **we** reasonably consider the accident not to be **your** or an **insured persons** fault.

## 08 Liability

**Your** most recent **schedule** will show if third party liability cover applies to **your vehicle**. A **certificate** will have been issued for each **vehicle** that has third party liability cover and the **certificate** should be kept in **your vehicle**.

This section provides **you** and an **insured person** with third party liability cover as detailed below and applies whilst driving an **insured vehicle** anywhere in the **territorial limits**.

The defined terms, general terms and conditions and the general exclusions all apply to this section.

### What is covered

This **policy** provides **you** and an **insured person** with legal liability cover to compensate others for injury, death or damage to third party property (including the loss of use of damaged property) arising from the use of an **insured vehicle** (including a trailer or caravan whilst attached to an **insured vehicle**) during the **period of insurance**.

### Amount of cover

The most **we** will pay for third party property damage is €30,000,000 for any one **occurrence**.

The amount **we** will pay for injury or death of a third party, or injury or death of a passenger travelling in an **insured vehicle** is unlimited.

### Defence cover

**We** will defend **you** or an **insured person** against any legal action seeking damages for property damage or bodily injury. **We** will provide this defence with counsel of **our** choice and at **our** own expense, even if the legal action is groundless, false or fraudulent. **We** may negotiate, investigate and settle any such claim or suit at **our** discretion.

## 09 Motor Legal Expenses Cover

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 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.

### SPECIAL DEFINITIONS APPLYING TO THIS SECTION OF YOUR POLICY

#### Date of Occurrence

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.)

**Insured Incident** Accident loss recovery and personal injury.

**Insured Person(s)** **You**, and any passenger or driver who is in or on the **insured vehicle** 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.

**Legal Costs** All reasonable and necessary costs charged by the representative on a party/party basis. Also the costs incurred by opponents in civil cases if an **insured person** has to pay them or pays them with **our** agreement.

**Personal Injuries Assessment Board (PIAB)** An independent state body which assesses personal injury compensation.

**Representative** The lawyer, or other suitably qualified person, who has been appointed by **us** to act for an **insured person** in accordance with the terms of this section.

**Territorial Limits** The European Union (including the Republic of Ireland), the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland, and Turkey.

**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 this motor insurance policy.

#### What is covered

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:

- a. causes damage to the **insured vehicle** or to personal property in it; or
- b. injures or kills an **insured person** while he or she is in or on the insured vehicle; or
- c. injures or kills **you** while **you** are driving another motor car or motor cycle; or
- d. 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.

- 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.

## Claims procedure

### 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 vehicle**, **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).

Send **your** claim to:

**Claims Department | ARAG Legal Protection Limited | Europa House |  
Harcourt Centre | Harcourt Street | Dublin | D02 WR20**

Email: [claims@arag.ie](mailto:claims@arag.ie) | Telephone: 01 670 7470

### 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.

## Special exclusions applying to this section

**We** will not pay for:

- any claim where the **insured person** has failed to notify **us** of the **insured incident** within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering damages (or getting any other legal remedy that **we** have agreed to) or of making a successful defence.
- any **legal costs** that are incurred before **we** agree to pay them.
- any claim where the **insured vehicle** is 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.
- any claim relating to the settlement payable under an insurance policy.
- any disagreement with **us** that is not in Condition 8.
- the cost of obtaining a medical report when registering a claim with the **Personal Injuries Assessment Board** (PIAB).
- any legal action an **insured person** takes which **we** or the representative have not agreed to or where the **insured person** does anything that hinders **us** or the representative.
- **legal costs** arising from or relating to judicial review, coroner's inquest, fatal accident inquiry or injunctions.

## Special conditions applying to this section

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;
  - send everything **we** ask for, in writing;
  - give **us** full in writing of any claim as soon as possible and give **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 chose 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.
10. **We** will, at **our** discretion, void this section of the policy (make it invalid) from the date of claim, or alleged claim, and/or the **insurer** will not pay the claim if:
- a claim the **insured person** has made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
  - a false declaration or statement is made in support of a claim.
11. The **insurer** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this section of the policy did not exist.
12. All acts of the Oireachtas within the policy wording shall include any amendment or replacement legislation.

# 10 European Motor Breakdown Assistance

This European Motor Breakdown Assistance Cover is underwritten by **ARAG**.

This section of **your policy** provides roadside assistance, vehicle recovery, home assist, overnight accommodation, alternative travel, European assistance, and message relay as detailed below for any **eligible vehicle** within the **territorial limits**.

The General Terms, General Conditions and General Exclusions all apply to this section of the **policy**.

## What is Covered

**We** will cover up to six **breakdowns** during the **period of insurance** where an **insured person(s)** is travelling in an **eligible vehicle** or another person is driving **your insured vehicle** with **your** permission at the time of the **breakdown**. The most we will pay during the **period of insurance** for this section of the **policy** is €15,000. **We** agree to provide the assistance services in this section of the **policy** keeping to the terms, conditions and exclusions as long as the breakdown happens during the **period of insurance** and within the territorial limits. After **we** have dealt with **your** sixth breakdown, this section of **your policy** becomes void. In such circumstances, or if the service **you** require is not provided for under the terms of this section of the **policy**, **we** will try if you wish to arrange it at **your** expense.

## Special Definitions Applying to this Section

<b>Breakdown</b>	An electrical or mechanical failure, accident, vandalism, fire, theft or attempted theft, flat battery, ignition key breakage or loss, accidental damage to tyres, running out of fuel or putting the wrong fuel in <b>your vehicle</b> , occurring during the <b>period of insurance</b> which immediately renders the <b>eligible vehicle</b> immobile.
<b>Eligible vehicle</b>	The car, motorcycle, van, horsebox, or campervan in which an <b>insured person</b> is travelling at the time of the <b>breakdown</b> , or any car, motorcycle, van, horsebox, or campervan which is listed as an <b>insured vehicle</b> on the <b>certificate</b> which displays Irish registration plates and is ordinarily kept in the Republic of Ireland.
<b>Insured person(s)</b>	<b>You</b> or any driver who is named on the <b>certificate</b> .
<b>Recovery operator</b>	The independent technician <b>we</b> appoint to attend the <b>breakdown</b> .
<b>Territorial limit</b>	The <b>European Union</b> , the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (West of the Bosphorus).
<b>We, us, our</b>	<b>ARAG</b> .



## Services Provided

1	<b>Roadside Assistance</b>	<b>We</b> will pay the callout charge and up to one hour's labour costs for a <b>recovery operator</b> to attend the scene of the <b>breakdown</b> , and where possible, carry out emergency repairs.
2	<b>Vehicle Recovery</b>	If the <b>eligible vehicle</b> cannot be repaired within one hour at the scene of the <b>breakdown</b> , <b>we</b> will pay for the cost of transporting the <b>eligible vehicle</b> , the driver and up to 7 passengers to a suitable repairer, <b>your</b> home address, or the <b>insured person's</b> original destination.
3	<b>Home Assist</b>	<p><b>We</b> will send help to <b>your</b> home address in the event of a <b>breakdown</b>.</p> <p>If, in the opinion of the <b>recovery operator</b>, they are unable to repair the <b>eligible vehicle</b> at the roadside, <b>we</b> will arrange and pay for the <b>eligible vehicle</b> and the driver to be transported to the nearest garage which is able to undertake the repair.</p>
4	<b>Overnight Accommodation</b>	<p>If <b>we</b> decide to provide overnight accommodation <b>we</b> will pay up to €100 per person for one night for the driver and up to 7 passengers.</p> <p><b>You</b> must pay the hotel bill, but <b>we</b> will pay <b>you</b> back on receipt of the relevant bill(s) subject to the €800 limit.</p>
5	<b>Alternative Travel</b>	If the <b>eligible vehicle</b> is taken to the nearest garage able to undertake the repair and the repair cannot be completed within the same working day, <b>we</b> will pay up to €250.00 towards the cost of alternative transport or car hire. <b>We</b> will also pay the cost of a single standard rail ticket for one person to return and collect the <b>eligible vehicle</b> . This service can only be used to complete a journey whilst the <b>eligible vehicle</b> is being repaired a minimum of 25 miles away from <b>your</b> home address.
6	<b>European Assistance</b>	<p>This section applies to any <b>breakdown</b> occurring outside the Republic of Ireland.</p> <p><b>We</b> will pay the callout charge and up to one hour's labour costs for a <b>recovery operator</b> to attend the scene of the <b>breakdown</b> and either carry out emergency repairs or transport the <b>eligible vehicle</b>, the driver, and up to 7 passengers to the nearest garage able to undertake the repair.</p> <p>If the <b>eligible vehicle</b> cannot be repaired within 48 hours or by <b>your</b> intended departure, whichever is the later, <b>we</b> will arrange for the <b>eligible vehicle</b>, the driver and up to 7 passengers to be transported to <b>your</b> home address. During this period <b>we</b> will reimburse the costs of alternative accommodation and alternative transport up to the value of €750 when <b>we</b> have received a valid receipt. Payment will be made in accordance with the exchange rate on the date of the claim.</p> <p>Due to local regulations and customs, the <b>insured person</b> may be required to provide copies of their driver's licence and the relevant registration document for the <b>eligible vehicle</b>. <b>You</b> will be held liable for any costs incurred if copies of the <b>insured person's</b> driver's licence or relevant registration document are not immediately available.</p> <p>Due to differing national standards and infrastructures abroad assistance may take longer in arriving. <b>We</b> will not be held liable for any delays encountered. In the event of a <b>breakdown</b> occurring on a continental motorway or major public road, <b>we</b> are sometimes unable to assist and <b>you</b> will often need to obtain assistance via the SOS phones. The local services will tow the <b>eligible vehicle</b> to a place of safety and <b>you</b> will be required to pay for the service immediately. <b>You</b> can then contact <b>us</b> for further assistance. <b>We</b> will pay a maximum of €200.00 towards reimbursement of these costs when <b>we</b> have received a valid receipt. Payment will be made in accordance with the exchange rate on the date of the claim.</p>
7	<b>Message Relay</b>	When <b>you</b> claim for any <b>breakdown</b> <b>we</b> will forward a message to a member of <b>your</b> family, friend or work colleague if <b>you</b> would like this.

### When We Cannot Help

**Our** approved agents cannot work on **your vehicle** if it is unattended. Please do not arrange assistance before **we** have agreed. If **you** do, **we** will not pay the costs involved.

### Special Exclusions

<b>The breakdown of the eligible vehicle</b>	<ul style="list-style-type: none"><li>• If it has knowingly been driven in an unsafe unroadworthy condition</li><li>• Which occurs while the <b>eligible vehicle</b> is being used for motor racing, trials, rallying, pace-making or speed testing or for hire or reward</li><li>• If it exceeds 3,500 kg gross vehicle weight, 5.18 metres long, 1.905 metres wide, or 2.44 metres high</li><li>• If it cannot be reached due to sand, mud, snow, or flood</li><li>• Where <b>we</b> have provided assistance for any symptoms related to a claim which has been made within the last 28 days, unless the <b>eligible vehicle</b> has been fully repaired at a suitable garage, declared fit to drive by the <b>recovery operator</b> or is in transit to a pre-booked appointment at a suitable garage.</li></ul>
<b>The cost of</b>	<ul style="list-style-type: none"><li>• Any <b>vehicle</b> storage charges incurred when <b>you</b> are using <b>our</b> services</li><li>• Removing contaminated fuel, supplying replacement parts, fluids or fuel or any other materials used in repairing <b>your vehicle</b></li><li>• Any other repairs except those at the scene of the <b>breakdown</b></li><li>• Replacing broken windows or keys</li><li>• Parking charges or fines</li><li>• Anything which <b>you</b> would have incurred had no claim arisen</li><li>• Any charges arising from an <b>insured person's</b> failure to comply with <b>our</b> instructions or <b>our</b> approved agents' instructions in respect of the assistance being provided</li><li>• Any costs incurred before <b>you</b> have notified <b>us</b> of the <b>breakdown</b></li><li>• Any vehicle which cannot be recovered by a standard trailer or transporter</li><li>• The recovery of a caravan or trailer on tow which exceeds 7 metres/23 feet in length (not including the length of the A frame or hitch)</li></ul>

### Special Conditions Applying to this Section

An **insured person** must keep to the terms and conditions of this section of the **policy**.

At all times during the **period of insurance**, the **eligible vehicle** must be maintained in a roadworthy condition and regularly serviced.

**We** can cancel this section of the **policy** at any time and **we** will always do so after **we** have dealt with **your** sixth claim in the **period of insurance**.

An **insured person** must be present with the **vehicle** when the **recovery operator** arrives.

**We** will make every effort to provide the service at all times, but **we** will not be responsible for any liability arising from breakdown of the service.

The transportation of any animal or livestock is undertaken solely at **your** discretion and **we** accept no liability for the safety or welfare of

any animal or livestock during its transportation.

This **policy** does not cover any damage to the **eligible vehicle** or its contents whilst being recovered, stored or repaired and any liability arising from any act performed in the execution of the assistance services provided. **We** will not pay for any losses that are not directly covered by the terms and conditions of this **policy**. For example, **we** will not pay for **you** to collect the **eligible vehicle** from a repairer or for any time that has to be taken off work because of a **breakdown**.

If the **eligible vehicle** is beyond economical repair **we** have the option to offer the **market value** of the **eligible vehicle** to **you** and pay for alternative transport home.

## Notes

## Notes



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