



# Car Insurance Choice



# Making a Claim

Our aim is to get Your Car back on the road as quickly as possible and as We believe that making a claim should be easy Our claims assist teams are available 24 hours a day, 365 days a year to assist You with Your queries.

1. Telephone Our Claims First Notification Line on (01) 290 1000 to notify them of Your Claim. Our claims team will advise You on the next steps.
2. If You have Comprehensive cover, You can use Our recommended repairer network. If Your Car cannot be driven or if it is disabled, they will tow Your Car. This will safeguard the car from any further damage from vandals or against theft of parts. Repairs can commence immediately. If the recommended repairers are not used, obtain an estimate and advise Us immediately and We will appoint an assessor if necessary.
3. When repairs have been completed pay any contribution for which You may be responsible (The Excess) and then take delivery of Your Car.

## Helpful Numbers

Claims	01 290 1000
Approved Windscreen Glass Repairer	01 460 6900

Intact Insurance is a registered business name of Intact Insurance Ireland Designated Activity Company (DAC). Intact Insurance Ireland DAC trading as Intact Insurance 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 Intact House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16, D16 FC92.The underwriter is Intact Insurance Ireland DAC

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

Issued by Intact Insurance Ireland DAC,  
Intact House, Dundrum Town Centre, Sandyford Road, Dublin 16.

Car Insurance Choice Policy

Thank You for Choosing Intact Insurance Ireland DAC as Your insurer. Intact Insurance Ireland DAC is regulated by the Central Bank of Ireland.

Important Notice

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

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

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

We are committed to offering the highest standard of service to all Our customers but, if You are not satisfied for any reason, please refer to the information below which outlines Your options.

Customer Complaints procedure

We are committed to providing Our customers with a high standard of service at all times. If You have a complaint in connection with Our company service, the details of Your Policy, perceived conflict of interest or treatment of a claim please contact Us on (01) 533 2155 immediately, or write to The Customer Services Manager at;

PO Box 12888  
Dublin 17.

or

The Financial Services and Pensions Ombudsman (FSPO)  
Lincoln House  
Lincoln Place  
Dublin 2  
Eircode: D02 VH29  
Tel (01) 567 7000 or  
Email: info@fspoi.ie

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

Definitions

We/Us/Our	Intact Insurance Ireland DAC
You/Your/Insured	The person named as the Insured on the Certificate of Insurance
Your Car	Your vehicle the registration number of which is shown on the Certificate of Insurance
Certificate of Insurance	This document is evidence of Your motor insurance contract with Us. It describes the vehicle covered under Your Policy, drivers who may drive Your Car and the purposes for which the vehicle may be used. It also shows the Period of Cover
Schedule	This document shows the Sections of the Policy which apply and so describes the cover provided
Period of Insurance	The period for which We have accepted premium and issued a Certificate of Insurance
Proposal Form	The form signed by You and which describes You and details of the vehicle, drivers and all necessary information relevant to the cover requested
Statement of Fact	A record of information provided by You which describes You and any details of the car and drivers. It contains the most up to date record We have of Your risk details, Your previous responses to specific questions, and or statements that You previously confirmed were true. We rely on these details when deciding to provide cover, calculating the premium and applying terms and conditions to Your Policy.
Excess	The amount You must pay towards a claim for loss of or damage to Your Car
Accessory	Items offered as optional extras by the car manufacturer and permanently fitted to Your Car
Road Traffic Acts	The Road Traffic Acts of and from 1961, any amendments, replacements and subsequent related Statutory Instruments
Reasonable	Using sound or moderate judgement without making unfair demand

Person Whose Liability is Covered	<div>a) You, The Insured</div> <div>b) Any person specified as a person whose liability is covered in the effective Certificate of Insurance</div> <div>c) Any passenger in, getting into or getting out of Your Car (but not the driver or any person in charge of the vehicle for the purpose of driving) solely in respect of liability incurred under the Policy</div>
Personal Effects	Property normally worn, carried or used about the person in everyday use
Pre-Accident Value	The market value of Your Car immediately before the incident but not exceeding any value declared to Us by You prior to any loss or damage
Territorial Limits	Unless otherwise stated the cover provided by this Policy is in respect of incidents occurring in the Republic of Ireland, Great Britain, Northern Ireland the Isle of Man or the Channel Islands (or in the course of transit by sea or tunnel between any ports therein)

## Understanding the Policy

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

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

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

Definitions of terms commonly used in this Policy have been included to assist You. Any other word or expression to which a particular meaning is given will have the same meaning wherever it appears in this Policy. If there is anything You do not understand or require to be clarified, please contact **Customer Service on (01) 533 2155 immediately.**

The insurer that You have entered a contract with is Intact Insurance Ireland DAC.

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

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

### Laws applicable to Contract

Under relevant European and Irish Law, the parties to a proposed contract of insurance (We, Intact Insurance and You, the Insured) are free to choose the law applicable to that contract.

We propose that Irish law will apply to this contract.

Communications between You and Us about this Policy will be in English.

You and We agree the following:

- 1

The Proposal Form/Statement of Fact, and the information and Declaration contained in this document, are part of this contract
- 2

We will, for any Period of Insurance for which We accept premium and issue a Schedule provide insurance subject to the Terms and Exceptions and Conditions of this Policy for any accident, injury, loss or damage occurring in the Territorial Limits (unless otherwise stated)
- 3

Before We can make a payment under this Policy, the following conditions must be met:

➤ The Insured, or any other person claiming indemnity, must, without exception, comply with the Terms and Conditions of this Policy

➤ The Premium must have been paid

➤ The statements and answers given in the Proposal Form/Statement of Fact and Declaration must be correct and complete to the best of Your knowledge and belief. Please read the Duty of Disclosure below for changes that need to be advised to Us.

Duty of Disclosure

You are under a duty to answer all the questions that have been asked, honestly and with Reasonable care and attention. These questions are material in determining if We can accept this risk, what terms are applied and what premium is charged.

If You do not answer these questions honestly and with Reasonable care and attention, We may use the remedies available to Us under the Consumer Insurance Contracts Act 2019 (and any subsequent amending legislation) including the remedy to cancel the contract, reject a claim or to limit the amount We pay in the event of a claim.

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

Please note that You are obliged to notify Us immediately of any of the following occur:

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

Section 1  
Legal Liability to Third Parties

1. Indemnity

We will cover You or any Person Whose Liability Is Covered against legal liability for damages and claimants' costs for:

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

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

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

2. Driving Other Cars

If item 5(B) is shown on the effective Certificate of Insurance We will cover You under this Section while You are personally driving a vehicle described in item 5(B).

3. Legal Personal Representatives

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

4. Special Provision in respect of United Kingdom use

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

5. Legal Costs

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

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

6. EU Extension

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



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

**7. Fire Brigade**

We will pay a fire authority any Reasonable charge for which You are legally liable under the Fire Services Act 1981 in respect of any incident giving rise to a valid claim under this Policy.

Our maximum payment under this Policy will be €1,500 in total. Any payment made under this Section 1 will be deducted from any claim made for the same incident under Sections 2 or 4.

**Expected Persons**

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

- a) damage to any vehicle covered by this Policy or any property in or on the vehicle
- b) damage to property owned by or in the possession or custody or control of a Person Whose Liability is Covered
- c) any person claiming in respect of injury sustained while that person is a driver of or is in charge of a vehicle insured under this Policy for the purposes of driving.

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

**Section 2**

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

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

**Excess**

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

**Section 3**

**Windscreen Damage**

We will pay for the cost of replacement or repair, if appropriate, of the windscreen or the glass in Your Car if the repair or replacement is carried out by a repairer approved by Us .

If You select an alternative repairer the maximum that We will pay is €225.

**Section 4**

**Accidental Damage**

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

**Excess**

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

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

- a) If Your Car is lost, or in Our opinion is damaged beyond economical repair We may at Our option arrange or authorise either
  - i) repair of Your Car or
  - ii) replacement of Your Car with a car of the same manufacture, model, condition and year of manufactureIf We replace Your Car under this Clause We shall become entitled to possession and ownership of that car.
- b) If to Our knowledge Your Car is the subject of a hire purchase leasing or contract hire agreement any payment shall be made in priority to the owner to the extent of the owner’s legal entitlement.
- c) If Your Car is disabled by any loss or damage covered under this Policy We will pay for the Reasonable cost of its protection and its removal to the nearest competent repairer. After repairs have been completed, We will also pay for the redelivery of Your Car to Your address as stated on the Certificate of Insurance.
- d) We may ask You to place Your Car in a safe place agreed by Us pending its repair or disposal.
- e) Our maximum payment for any loss or damage under Section 2,3 and 4 will be the Pre-Accident Value of Your Car immediately preceding the incident but will not exceed any value declared to Us prior to the loss.
- f) If any spare part is lost or damaged and We cannot get a replacement from stock in the Republic of Ireland We will pay the cost of this part as shown in the last price list issued by the manufacturer for use in the Republic of Ireland.

- g) If the damage to Your Car is contributed to or caused by it being driven through or into flood, submerged road or any body of water the Excess applicable to any such claim will be twice the amount shown on the current Schedule.
- h) We will pay a fire authority any Reasonable charge for which the Insured is legally liable under the Fire Services Act 1981 in respect of any incident giving rise to a valid claim under this Policy. Our maximum payment under this Policy will be €1,500 in total. Any payment made under Section 2 or 4 will be deducted from any claim made for the same incident under Section 1 sub section 7 Fire Brigade.

**Exceptions to Sections 2, 3 and 4**

We will not pay for

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

- f) loss or damage to audio equipment unless permanently fitted to Your Car as standard equipment by the manufacturer and included in the value of Your Car declared to and accepted by Us
- g) replacement of locks of Your Car following loss of, damage to, or theft of keys or locking devices which occurs without the theft of Your Car
- h) theft and/or unauthorised taking of Your Car by any member of Your family or any person who lives with You
- i) loss or damage due to theft or any attempted theft occurring while Your Car is unlocked and/or the keys or locking device were in the ignition or stored in the vehicle
- j) loss or damage to the engine or fuel systems of Your Car caused by contamination by or use of incorrect fuels
- k) loss or damage to the engine or fuel systems of Your Car caused by the lack of lubricant or oil
- l) loss or damage of Your Car as a result of deception or any fraudulent action by a purported purchaser or his or her agent
- m) the cost of parts in excess of the manufacturers list price as last published in the Republic of Ireland
- n) that part of the cost of any repair or replacement which improves Your Car beyond its condition or value before the loss or damage occurred
- o) any loss or damage arising from the confiscation of Your Car by or under order of any government, police authority, or public or local authority

- p) any loss or damage resulting to Your Car caused by the taking and/or returning of it to the legal owner
- q) any loss or damage arising from any deliberate act by any Person Whose Liability is Covered
- r) any additional cost of importing spare parts or accessories from outside the European Union.

**Section 5**  
**5A Additional Protection**

**1. Personal Protection**

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

- i) in direct connection with Your Car or
- ii) while getting into or getting out of any other private car which does not belong to You (nor hired or lent to You under a hire purchase agreement)

by violent accidental external and visible means and independent of any other cause and provided the loss occurs within 12 months of the incident

- |      |  |        |
|------|--|--------|
| i)   | Death  | €6,500 |
| ii)  | Total and irrecoverable loss of sight of one or both eyes                            | €6,500 |
| iii) | Total loss by physical severance at or above the wrist or ankle of one or more limbs | €6,500 |

Payment will be made only under one item shown above in respect of any one event. Our total liability will not exceed €6,500 in any one Period of Insurance in respect of each person.

In the event of a payment in respect of Death, the payment will be made to the personal legal representatives of the deceased.

**Exceptions**

We will not pay under this sub section or Section 9 Personal Accident - Enhanced Benefit in respect of any death or injury

- a) arising out of suicide or attempted suicide
- b) if the person claiming indemnity is travelling in a vehicle the driver of which has consumed alcohol and or drugs to a level in excess of that permitted by law or has been convicted or has had a fixed penalty imposed in connection with the incident in which the injury giving rise to the loss was sustained.

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

**2. New Car Replacement**

If Your Car is lost and not recovered or 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 and with Your permission and that of any other interested party known to Us replace Your Car with a new vehicle of the same model and manufacture subject to availability.

**3. Incorrect Fuel - Engine Decontamination**

If the engine of Your Car is damaged as a direct result of the use of incorrect fuel We will pay the cost of decontamination. The maximum amount which We will pay is €750. No payment will be made for replacement parts.

**4. Motor Tax**

If Your Car is a total loss following an incident giving rise to a valid claim under this Policy and You are unable to recover the unexpired portion of any Motor Tax We will reimburse You this amount. If We make a payment under this sub section We will have the right to recover this amount, in Your name, from any local authority.

**5. Medical Expenses**

If any occupant of Your Car sustains an injury caused by external violent and visible means in direct connection with Your Car We will indemnify You against any liability in respect of medical expenses for treatment as a hospital inpatient.

The maximum We will pay is €100 per day per occupant up to a maximum of €1,000.

Any payment under this sub section will not affect Your No Claims Discount and no Excess will be deducted.

**6. Temporary Replacement Car**

If Your Car is out of use as a result of loss or damage insured under this Policy We will pay You in respect of any outlay for hiring charges of a similar vehicle from a recognised self drive hire operator. The maximum amount We will pay is €200.

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

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

7. Personal Belongings

We will pay You or at Your request the owner of the property for any loss or damage to rugs, clothing or Personal Effects while in or on Your Car provided that

- a) the damage or loss is due to fire theft attempted theft or accidental means
- b) the total amount paid in respect of any one occurrence will be €500
- c) payment to any person other than You will be made direct to that person
- d) in the event that the loss or damage is a result of theft or attempted theft force has been used to gain entry to Your Car.

Exceptions

We will not pay for any loss of or damage to

- i) money stamps tickets documents or securities
- ii) goods or samples carried in connection with any trade or business
- iii) loss of or damage to radio telephones satellite navigation systems televisions or DVD/Video recorders, ipods, ipads, tablets or similar and their component parts or ancillary equipment or part
- iv) jewellery

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

8. Replacement locks

We will pay up to €1,000 in total in respect of replacement locks or to reset electronic locking controls on Your Car if the keys to it are stolen from Your permanent residence following violent forcible entry. You must report the break-in and theft of the keys to the Gardai or local policy authority.

If the only payment made under this Policy arising is under this sub section and there is no other claim caused directly or indirectly from the same event Your No Claims Discount will not be affected.

5b Additional Protection Plus

1. Additional Protection Increased Benefits

If 5a is also shown on the current Schedule of Insurance We will increase the maximum amount which We will pay under the sub sections shown in this table

Sub section	Maximum payable increased to
6 - Temporary Replacement Car	€ 500
7 - Personal Belongings	€ 1,000
8 - Replacement Locks	€ 1,500

2. Child Seats

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

- a) the seat is designed for use in a private car and has been used in accordance with the manufacturers specifications

- b) in the event that the loss or damage is a result of theft or attempted theft, force and violence or threatened violence has been used to gain entry to Your Car
- c) the loss or damage occurs in direct connection with an incident giving rise to a valid claim under this Policy.

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

3. Comprehensive Driving Other Cars

If item 5(B) is shown on current Certificate of Insurance and Section 4 is shown on the current Schedule of Insurance We will cover You under the terms of Sections 2, 3 and 4 while You are personally driving a vehicle as described in item 5(B) provided that

- a) the vehicles engine capacity is not greater than 2,500 cubic centimetres and the value does not exceed €50,000
- b) You have the owner's permission to drive the vehicle
- c) the vehicle has not been modified in any way
- d) the loss or damage occurs within the Republic of Ireland
- e) there is no other insurance in force which covers You to drive that vehicle.

Where such cover exists no payment will be made under this sub section irrespective of the cover provided by that other Policy.

4. Pre Accident Value - Enhanced Payment

If Your Car is lost or is in Our opinion damaged beyond economical repair We will pay €1,500 in addition to the Pre Accident Value provided that Your Car was registered by You as new and is no more than 3 years old at the time of the loss or damage.

If Your Car is replaced under the cover provided by Section 5a sub section 2 New Car Replacement no additional payment will be made under this sub section.

5. Satellite Navigation and Games Equipment

We will pay for loss or damage to satellite navigation equipment or games consoles and equipment permanently fitted to Your Car or temporarily removed from their permanent housing and concealed from sight in a locked boot or glove compartment. In the event that the loss or damage is a result of theft or attempted theft the cover under this sub section will apply provided that force has been used to gain entry to Your Car.

The maximum amount which We will pay is €1,000.

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



Section 6  
No Claims Discount

6A No Claims Discount

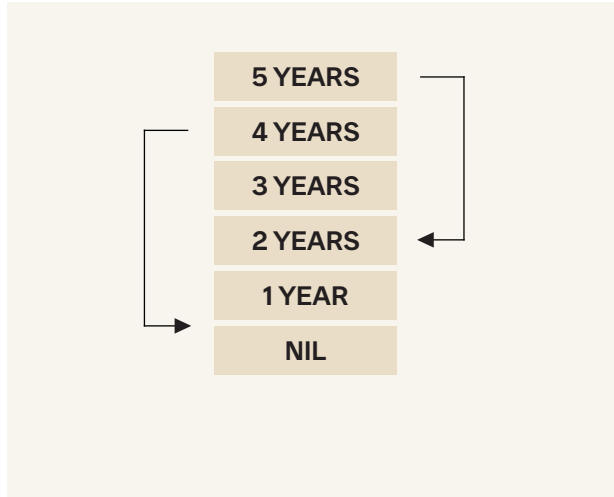
Provided no transfer of interest in this Policy has occurred and no claim has arisen during the Period of Insurance the renewal premium will be reduced by a No Claim Discount based on Our five year scale.

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

6B Step Back No Claims Discount

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

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



6C Protected No Claim Discount  
- One Claim in 3 Years (Unlimited)

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

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

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

Clauses applicable to Sections 6

- a) If at the time of calculation of the No Claims Discount shown on the renewal invitation
  - i) a claim has been notified to Us but has not been finalised the discount will be reduced in accordance with subsection 6a, 6b or 6c whichever applies. If the claim is subsequently finalised without payment We will retrospectively apply the No Claims Discount and will return any difference in premium to You
  - ii) any claim in the Period of Insurance has been disregarded We may at Our option treat any such claim as having occurred in the next Period of Insurance
- b) The following will not affect the No Claims Discount provided under sub sections 6a, 6b or 6c

- i) payment under Section 1 sub section 4 Special Provision in respect of United Kingdom use
  - ii) any payment under Section 3 Windscreen
  - iii) an incident involving a third party vehicle being driven by an uninsured driver where the identity of this driver is known
- c) In addition to b) above if 6b or 6c are shown on the current Schedule of Insurance the No Claims Discount will not be affected if the only payment made is under
- i) Section 2 Fire and Theft
  - ii) Section 5a sub section 1- Personal Protection
  - iii) Section 5a sub section 5 - Medical Expenses
  - iv) Section 9 - Personal Protection Plus
- and if the loss or damage is caused directly by fire, theft or attempted theft
- v) Section 5a sub section 7 - Personal Effects
  - vi) Section 5a sub section 8 - Replacement Locks
  - vii) Section 5b sub section 2 - Child Seats
  - viii) Section 5b sub section 5 - Satellite Navigation and Games Equipment.

Section 7  
Overseas Protection

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

Fire, Theft, Windscreen and Accidental Damage

The cover You have bought under Sections 2, 3 and 4 will apply while Your Car is in, or being transported between ports in, any Green Card Country for a single visit lasting up to a maximum of 45 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).

Section 8  
Roadside Assistance

Roadside Assistance is a 24 hour emergency breakdown assistance service. It is there to assist You in Your time of need.

The type of assistance provided depends on the options available to Us and Our service provider at the time of the request for assistance. You should be aware that the cover provided will be at the service providers discretion as not all options are available at all times. For example car hire may not be available in the early hours of the morning.

What to do?

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

from Republic of Ireland	1 800 806 809
from Northern Ireland	00 353 91 545961

Please have the following information available when You call:

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

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

We and Our service providers are responsible only for the cost of providing benefits available through Roadside Assistance. If You make Your own arrangements We will not pay any charge nor will We reimburse You for any payment You have made.

Definitions relating to Section 8 -  
Roadside Assistance only: (all other  
Definitions on pages 3 and 4 apply  
equally to this Section)

You/Your/Insured:

Any driver who is driving Your Car and who is driving with our permission and who lives in the Republic of Ireland

Passengers:

All non-fare paying passengers except hitchhikers being carried in Your Car at the time assistance is required

Territorial Limits:

The geographical area of the Republic of Ireland and Northern Ireland

Benefits

If Your Car is disabled or cannot move as a result of a motor accident, electrical or mechanical breakdown, fire, theft, attempted theft, malicious damage, punctures that require assistance to fix or replacement of a wheel, lost or stolen keys, keys broken in the lock or locked in Your Car or if incorrect fuel has been used in Your Car We will arrange and pay for the benefits set out below.

1. Breakdown Assistance

We will arrange

- a) One hour's free labour at the roadside if Your Car can be repaired where it is; or
- b) towing of Your Car to the nearest competent repairer or to a garage of Your choice, whichever is closer
- c) Somebody to assist You in the event of a breakdown at Your home.

2. Completion of Journey

If Your Car cannot be repaired at the roadside and has broken down more than 30km from Your home address as shown on the current Certificate of Insurance We will arrange and pay for:

- a) transportation for You and the Passengers home or onward to their intended destination within the Territorial Limits applying to this Section or
- b) use of a Class A replacement hire car for up to 48 hours while repairs are carried out; or
- c) overnight Bed and Breakfast accommodation for You and the Passengers for one night only, while Your Car is being repaired. The most We will pay for accommodation is €40 per person and €200 in total in the Republic of Ireland, or Stg£40 per person and £200 in total in Northern Ireland. This cover applies if the breakdown occurs when Your Car is more than 30km from the address shown on the current Certificate of Insurance.

3. Message Relay

We will pass on two urgent messages for You.

4. Public Transportation

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

5. Theft of Your car within Ireland

If You are away from home and Your Car has been stolen and not recovered within 24 hours We will provide a Class A replacement car for up to five days or up to when Your Car is recovered whichever is

sooner. You must have reported the theft to the Gardai or appropriate police authority.

Clauses applicable to Sections 8

- a) No benefit shall be payable unless the service provider has been notified and has authorised assistance via the emergency telephone number provided.
- b) In the event of theft of Your Car the theft must be reported to the Gardaí or local police authority before any benefits can apply.
- c) Vehicles not covered by the current Certificate of Insurance will not be eligible for assistance under this Section.
- d) If You or a driver named on Your policy is not with Your Car and Our repairer cannot assist, any subsequent assistance will be at Your own cost.
- e) The provider may refuse assistance in circumstances where the vehicle is in an inaccessible off road location.
- f) In the event that the assistance required is to provide access to Your Car where the driver is locked out the provider will not be liable in respect of any damage caused by the service provider in gaining access to Your Car. The driver of Your Car will be required to sign a declaration to this effect prior to the assistance being given.
- g) The provider may not provide assistance where the vehicle to be recovered has had modifications to wheel arches, front and rear bumpers and alterations to suspension levels.

- h) Replacement cars are subject to certain car hire criteria required by the car hire company including, but not limited to, a full driver's licence without endorsements, a cash or credit card deposit. These criteria are not exhaustive and may change from time to time. It is also a condition of car hire that the car must be returned to the pick up point.  
Insurance cover on Your policy does not automatically transfer to the Hire Car.  
Arranging insurance cover before You drive the Hire car is Your responsibility.
- i) If the Assistance is required as a result of an accident and You or the driver at the time of the accident decide not to use a repairer approved by Us, the assistance provider will tow Your Car to the nearest competent repairer or to a garage of Your choice, whichever is closer. This is the only benefit which will apply and no other payment or assistance will be provided under this Section.
- j) The provider may refuse assistance in circumstances where the driver is clearly intoxicated.
- k) The provider cannot accept responsibility for the transportation or cost of transportation or housing, livery or otherwise of pet animals or livestock carried in Your Car.
- l) If You call the provider for assistance and then cancel the request You are not eligible for another call out for that assistance.

Exceptions to Section 8

We will not pay for

- a) For any liability or consequential loss arising from any act performed in the execution of the assistance services provided
- b) To pay for expenses, which are recoverable from any other source
- c) For any claim arising where the vehicle is carrying more occupants or towing a greater weight than that for which it was designed as stated in the manufacturer's specifications or arising directly out of the unreasonable driving of Your Car on unsuitable terrain
- d) For the cost of repairing the car other than outlined in the benefit, 1 Breakdown Assistance a) above
- e) For the cost of any parts, keys, lubricants, fluids or fuel required to restore a vehicle's mobility
- f) For any claim caused by fuels, mineral essences or other flammable materials, explosives or toxins transported in the car
- g) The cost of any assistance or repair made by You other than via Roadside Assistance
- h) The cost of any repair or assistance if the cause of the breakdown or fault is for any recurring cause for which assistance has been provided within the previous 28 days and a permanent repair has not been undertaken to correct the same fault
- i) For the cost of winching or specialist equipment
- j) For any claim or costs arising from the loss or damage to any goods or contents in Your Car

- k) The cost of puncture repairs if no serviceable spare wheel or tyre is available
- l) For any cost incurred in draining incorrect fuel from the engine of Your Car or any environmental charges associated with this breakdown
- m) For any assistance due to Your Car running out of fuel.

Section 9

Personal Protection Plus

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

- i) in direct connection with Your Car or
- ii) while getting into or getting out of any other private car which does not belong to You (nor hired or lent to You under a hire purchase agreement)

by violent accidental external and visible means and independent of any other cause and provided the loss occurs within 12 months of the incident

i)	Death	€23,500
ii)	Total and irrecoverable loss of sight of one or both eyes	€23,500
iii)	Total loss by physical severance at or above the wrist or ankle of one or more limbs	€23,500

Payment will be made only under one item shown above in respect of any one event. Our total liability will not exceed €23,500 in any one Period of Insurance in respect of each person.

In the event of a payment in respect of Death, the payment will be made to the personal legal representatives of the deceased.

Exceptions

We will not pay under this Section or Section 5a sub section 1 Personal Protection in respect of any death or injury

- a) arising out of suicide or attempted suicide
- b) if the person claiming indemnity is travelling in a vehicle the driver of which has consumed alcohol and or drugs to a level in excess of that permitted by law or has been convicted or has had a fixed penalty imposed in connection with the incident in which the injury giving rise to the loss was sustained.

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

If 5a is also shown on Your current Schedule of Insurance the amount payable under 5a sub section 1 will be added to the amount paid under this Section 9 and Our maximum payment will be €30,000 in any one Period of Insurance in respect of each person.



# General Exceptions

(Applying to the whole Policy)

We will not be liable

- 1. in respect of any liability (in excess of the common law or any statutory liability applicable) under an agreement which would not have applied if the agreement did not exist.
- 2. in respect of any accident, injury, loss damage or liability arising while any vehicle for which Indemnity is provided under this Policy is:
  - a) being driven by or for the purposes of being driven is in the charge of any person not so permitted by the Certificate of Insurance;
  - b) being used for any purpose other than in accordance with the Limitations as to Use.
- 3. in respect of any loss of or damage to property, legal liability, expense, consequential loss or bodily injury (unless required to by the Road Traffic Acts) directly or indirectly caused by or arising from or contributed to by
  - a) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
  - c) a riot or civil commotion unless You can prove that the loss, damage or injury was not caused by that riot or civil commotion

- d) war, invasion, act of foreign enemy, hostilities or warlike operation (whether war is declared or not), civil war, rebellion revolution, insurrection or civil commotion assuming the proportions of or amounting to any uprising, military or usurped power
- e) any act of terrorism including any action taken to control or prevent an act of terrorism. If You or any other Person, whose Liability is Covered alleges that this Policy covers an event that We have decided is not covered because of this Exception the onus will be on that person to prove that the event was not an act of terrorism.

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

- f) any action in controlling, suppressing, or in any way relating to c) or d)  
If We allege that by reason of this Exception any liability loss or damage cost or expense is not covered the burden of proof to the contrary shall be yours. In the event that any part of this Exception is not enforceable the remainder of the Exception will remain in force
- 4. Any consequence of
  - a) The failure or inability of any electronic equipment to
    - i) Correctly recognise any data or
    - ii) 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
  - b) The interruption of or interference with data in electronic equipment resulting in the loss destruction or corrupted transmission or corruption of data
  - c) The transmission or impact of any Virus, Worm, Logic Bomb, Trojan Horse or the like

- d) Unauthorised access to a system or data  
In this Exception, data means information represented or stored electronically including but not limited to code, a series of instructions, operating system software programs and firmware.
- 5. Cyber Risks  
The loss, alteration, damage, reduction in functionality, availability or operation of: A computer system, hardware, program, software, a data information store, microchip, integrated circuit or similar device in computer or non computer equipment whether belonging to You or not, that results from the deliberate exploitation of computer systems, technology dependent enterprises and networks or negligently transferring a computer program that contains any malicious or damaging code.



## Conditions

(Applying to the whole Policy)

### 1. Other Insurance

If there is another insurance policy covering the same loss, damage or liability We shall not be liable to pay more than Our rateable proportion of any claim.

We will not pay a share of any claim under Section 1 Sub Section 1 if there is another policy in force covering the liability of a person claiming indemnity.

### 2. Accident and Claims Procedure

- a) Full details of any incident loss or damage, including any notice of prosecution or inquest must be sent to Us within a Reasonable time
- b) All communications from other parties must be advised or sent to Us immediately upon receipt
- c) Unless We give Our written consent, no one will make any admission, offer or promise of payment under this Policy
- d) We have full discretion in conducting any defence or in the settlement of any claim and in prosecuting in Your name any claim for indemnity or damages
- e) You are required to provide Us with all information and assistance, including if We request it, the completion of an accident report or claim form.

### 3. Care of the Vehicle

- a) You must take all Reasonable steps to safeguard Your Car from loss or damage.
- b) You must maintain Your Car in an efficient and roadworthy condition.
- c) We have free access at all times to examine Your Car.

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

- a) **Cancellation by Us**  
The Policy may be cancelled by Us by sending 10 days' notice to You at Your last known address. If We cancel the Policy We will return the portion of the premium for the unexpired Period of Insurance.
- b) **Cancellation by You**  
The Policy may be cancelled by You at any time by providing written confirmation and returning the Certificate of Insurance to Us. Cover will cease from the date of receipt of Your instruction or the Certificate of Insurance whichever is the later. You are entitled to a refund of premium for any unexpired period of cover.
- c) **Cancellation Procedures**  
No refund of premium will be made under either 4a) or 4b) above if the effective Certificate of Insurance has not been returned to and received by Us.  
  
We will deduct an amount in respect of fixed expenses from any return due to You following cancellation of this Policy under condition 4b).

### d) Mid Term Alteration

Where any change to the cover provided by this Policy and agreed by Us results in an additional or return premium of less than €25 inclusive of levy We will not charge the additional nor rebate the return premium to You.

### 5. Your Duty

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

- a) You are under a duty to answer all the questions that have been asked, honestly and with Reasonable care and attention. These questions are material in determining if We can accept this risk, what terms are applied and what premium is charged.  
  
If You do not answer these questions honestly and with Reasonable care and attention, We may use the remedies available to Us under the Consumer Insurance Contracts Act 2019 (and any subsequent amending legislation) including the remedy to cancel the contract, reject a claim or to limit the amount We pay in the event of a claim.

### b) Fraudulent Claims

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

Should any of these actions be taken against You, then You will be obliged to disclose this on any future request for cover or quotation, which may cause You difficulty in trying to purchase insurance elsewhere.

### 6. Laws relating to Compulsory Insurance

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

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

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

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

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

### 8. Cooling off Period

You have the right to withdraw from this Policy provided

- a) there has been no claim made within 14 days of the starting date of cover or the date on which You receive the Policy documentation whichever is later
- b) the Certificate and Disc of Insurance issued to You have been returned to Us. If You choose to exercise this right it will mean that no Policy was ever in place and We will refund any premium paid. No claim may be made at a later date.

### 9. Alcohol and Drugs

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

### 10. Judgement in a Foreign Court

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

### 11. Car Sharing

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

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

### 12. Economic, Financial or Trade Sanctions

We shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this policy if and to the extent that doing so would breach any Prohibition.

If any Prohibition takes effect during the Period of Insurance You or We may cancel that part of this policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address.

If the whole or any part of this policy is cancelled We shall, if and to the extent that it does not breach any Prohibition, return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements.

For the purpose of this clause a Prohibition shall mean any prohibition or restriction imposed by law or regulation including but not limited to:

Any prohibition or restriction under United Nations resolutions;

Any prohibition or restriction under the trade and/or economic sanctions laws and/or regulations of Ireland, the United Kingdom, the European Union, the United States of America (including secondary sanctions) or any other jurisdiction relevant to the parties; and

Any licence requirement and/or regulations in respect of transit and/or export control, under those laws and/or regulations, unless such licence or regulatory approval has been obtained prior to the activity commencing and We have approved the provision of insurance for the activity concerned.

Notes to Help You  
(Not forming part of the Policy)

Drivers

No person other than those shown on the effective Certificate of Insurance should drive Your Car. If You wish to include a driver or if You wish to change a driver, We may require a form to be completed in respect of the new driver showing that person's name, age and driving history. An additional premium may be required. Remember – no driver may drive Your Car without a valid Certificate of Insurance.

Changing Your Car

We shall need to know

- 1. Make and exact model
- 2. Year of make
- 3. Estimate of present value
- 4. Engine capacity
- 5. Registration number
- 6. Date of purchase
- 7. If the car has been modified
- 8. Date the insurance on the current vehicle is to cease
- 9. if the change is temporary, the date and time that cover is to return to Your permanent vehicle.

Change of address

Just give Us the details of Your new address and the date of the change. Remember for all changes where You receive a new Certificate of Insurance and/ or Insurance Disc, please return the old Certificate and Disc.

Help Us to help You

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

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

Tell Us about the accident as soon as possible by calling Claims 01 290 1000.

We do not require an accident report form to be completed in every case. However, We recommend that You draw a sketch which clearly shows the position of Your Car before and immediately after the incident while the details are still fresh in Your mind.

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

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

What the Law requires in the case of an accident

For Your guidance the following has been extracted from the 'Rules of the Road'.

- a) Any driver involved must stop his/her vehicle and keep it at the scene of the accident for a reasonable time. However, to avoid obstruction and danger to other road users, the positions of the vehicles should be marked and the vehicles moved off the actual carriageway as quickly as possible.
- b) Any driver must, if requested, give
  - i) Name and address.
  - ii) The name and address of the vehicle owner if different.
  - iii) The vehicle registration number.
  - iv) Evidence of the insurance to a Garda, or if no Garda is present to anyone present who was involved in or affected by the accident – in any other case the information must be given, if requested to an independent witness.
- c) If any person is injured as result of the accident, the accident must be reported to the nearest Garda station if no Garda is present at the scene of the accident.

- d) Where damage to property only is involved, it is not necessary to report the accident to a Garda Station provided the driver gives necessary particulars as b) above to the owner of the property.

If You are involved in an accident with a visiting motorist, report the accident to:

The Motor Insurance Bureau of Ireland  
5 Harbourmaster Place IFSC,  
Dublin 1, DO1 E7E8  
Tel: (01) 676 9944

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