



# **RSA Broker Motor Insurance Policy Document**

# Welcome to RSA Insurance Ireland DAC

Thank You for choosing RSA Insurance Ireland DAC as Your insurer. RSA Insurance Ireland DAC trading as RSA is regulated by the Central Bank of Ireland. RSA is part of the Intact Group. The Intact Group is one of the largest insurance groups in the world.

We appreciate insurance can be a complicated business, so We have designed this Policy Booklet to make it as easy as possible to follow. Your Policy is in four parts:

- the Statement of Fact
- the Policy wording in this Policy Booklet
- the Schedule
- the Certificate of Insurance

Please read all four parts entirely and if You have any questions, please contact Your Broker. We rely on the details provided by You when deciding to provide cover, calculating the premium and applying terms and conditions to Your Policy.

It is advisable to keep all insurance documents in a safe place for future reference and keep the Certificate of Insurance safely within Your Car with the disc displayed clearly on your windscreen.

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



## Helpful Numbers

Claims

Windscreen Repairer

Roadside Assist – ROI

Roadside Assist – Northern Ireland

091 762 727

01 460 6900

01 832 8358

00 353 1 832 8358



# Contents

## Pages

---

<b>Welcome to RSA Insurance Ireland DAC</b>	<b>2</b>
<b>Navigating Your Policy</b>	<b>4</b>
<b>Cover</b>	<b>6</b>
<b>Section 1 – Liability to Others</b>	<b>7</b>
<b>Section 2 – Loss and Damage to Your Car by Fire or Theft</b>	<b>8</b>
<b>Section 3 – Windscreen Damage</b>	<b>9</b>
<b>Section 4 – Accidental Damage</b>	<b>10</b>
<b>Section 5 – Additional Covers</b>	<b>12</b>
<b>Section 6 – No Claims Discount (NCD)</b>	<b>16</b>
<b>Section 7 – Foreign Use</b>	<b>19</b>
<b>Section 8 – Roadside Assistance</b>	<b>20</b>
<b>Section 9 – Electric Vehicle Accessories</b>	<b>23</b>
<b>Exceptions Which Apply to the Whole Policy</b>	<b>24</b>
<b>Conditions Which Apply to the Whole Policy</b>	<b>25</b>
<b>Accident and Claims Procedure</b>	<b>27</b>
<b>Duty of Disclosure</b>	<b>28</b>
<b>Complaints Procedure</b>	<b>29</b>

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

# Navigating Your Policy

## Definitions

Excess	The amount You must pay towards a claim for loss of or damage to Your Car.
Indemnity	Financial protection provided in the event of loss, damage, injury or Liability that You are responsible for.
Liability	The legal responsibility for a damage or loss.
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.
Period of Insurance	The period for which We have accepted premium and issued a Certificate of Insurance.
Person(s) Whose Liability Is Covered	You, The Insured. Any person specified as a person whose Liability is covered in the effective Certificate of Insurance. Any passenger in, getting into or getting out of Your Vehicle (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.
Road Traffic Acts	The Road Traffic Acts of and from 1961, any amendments, replacements, and subsequent related Statutory Instruments.
We/Us/Our	RSA Insurance Ireland DAC.
You/Your/Insured	The person named as the Insured on the Certificate of Insurance.
Your Car	The car that is identified on the current Certificate of Insurance issued to You, or any car that We agree to temporarily transfer cover onto in place of the car that is identified on the current Certificate of Insurance.

## Documentation which forms the basis of this Policy

Policy Booklet	This document.
Certificate of Insurance	This document is evidence of Your motor insurance contract with Us. It describes the Car covered under Your Policy, drivers who may drive Your Car and the purposes for which the Car 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.
Statement of Fact	A record of information provided by You which describes You and any details of Your Car and drivers. It contains the most up to date record We have of Your risk details, Your latest responses to specific questions, and or statements that You previously confirmed were true.

# Territorial Limits

Territorial Limits	Unless otherwise stated the cover provided by this Policy is in respect of incidents occurring in the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man or the Channel Islands (or in the course of transit by sea or tunnel between any ports therein).
--------------------	--

# Cover

Sections	Cover*	Comprehensive	Third Party Fire and Theft	Third Party Only
Section 1 – Liability to others		✓	✓	✓
Section 2 – Loss and damage to Your Car by Fire or Theft		✓	✓	✗
Section 3 – Windscreen Damage		✓	✓	✗
Section 4 – Accidental Damage		✓	✗	✗
Section 5 – Additional Covers		Refer to Your Policy Schedule	Refer to Your Policy Schedule	✗
Section 6 – No Claims Discount (NCD) Protection		Refer to Your Policy Schedule	Refer to Your Policy Schedule	Refer to Your Policy Schedule
Section 7 – Foreign Use		✓	✓	✗
Section 8 – Roadside Assistance		✓	✓	✗
Section 9 – Electric Vehicle Accessories		✓	✓	✗
*Please refer to Your Policy Schedule for any endorsements to Your Policy which may restrict Your Cover as shown above.				

# Section 1 – Liability to Others

## What is covered under this Section?

- ✓ We will cover You or any Person whose Liability is Covered for any amounts You legally have to pay as a result of negligently using Your Car, and any trailer being towed by it as permitted by law, if You accidentally cause death of, or bodily injury to, any person or damage to any person's property.  
The limit for property damage is €30 million.
  - ✓ If there is a claim under this Section, and we give Our written consent, We will pay the solicitors fee for representation at any Coroner's inquest in respect of any death, the solicitors fee for defending any proceedings in a Court of Summary Jurisdiction and 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.
  - ✓ We will extend the cover under this Section to give the minimum cover required by law relating to compulsory insurance for vehicles in any country which is a member of the European Union or has, according to the Commission of the European Union, made arrangements to meet Article 8(1) of the EC Directive on insurance of civil liabilities arising from the use of motor vehicles (number 2009/103/EC).
- In this Section any reference to a car includes any trailer attachment or other vehicle connected to the car described in the current Certificate of Insurance.

## What is not covered under this Section?

- ✗ Damage to any Car covered by this Policy or any property in or on the Car.
- ✗ Damage to property owned by or in the possession or control of You or Any Person whose Liability is Covered.
- ✗ Any injury sustained by You or any Person whose Liability is Covered while that person is in charge of the Car insured under this Policy.

## Section 2 – Loss and Damage to Your Car by Fire or Theft

### What is covered under this Section?

- ✓ Damage caused by fire, lightning, explosion, theft or attempted theft to Your Car and Your Car's spare parts while they are in or on Your Car.
- ✓ Up to €1,000 towards replacing Your Car's locks and alarm if the keys or locking device for Your Car are stolen from Your home through an act of violence or a threat of violence.
- If Your Car is unrecovered, We may at Our option, arrange or authorise replacement of Your Car with a Car of the same manufacture, model, condition and year of manufacture.
- If We replace Your Car, We may at Our option become entitled to possession and ownership of the car that was replaced.

### What is not covered under this Section?

- ✗ Loss or damage to any electrical equipment not fitted to Your Car by the manufacturer.
- ✗ Replacement of locks of Your Car where Your keys are stolen by deception or taken by a member of Your family who normally lives with You and You do not report the theft of keys immediately to the Gardai (You will need to provide written proof of this).
- ✗ Theft and/or unauthorised taking of Your Car where Your Car was stolen by deception or taken by a member of Your family or any person who lives with You and You do not report the theft of Your Car immediately to the Gardai (You will need to provide written proof of this).
- ✗ 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 or on the Car (including for example on the wheels of the Car).
- ✗ Any taxes that you may be exempt from or entitled to claim back such as Vehicle Registration Tax (VRT) or VAT.



## Section 3 – Windscreen Damage

### What is covered under this Section?

- ✓ We will pay the cost of repairing or replacing damaged or broken glass in the windscreen or windows of Your Car and the bodywork being scratched as a result of the glass breaking.
- If You wish to make a claim under this section, call Us on the number listed on page 2 of this Policy Booklet.
- All claims must be verified prior to any repair/replacement work being undertaken.
- If You do not use Our approved windscreen glass repairer and choose to use an alternative repairer, the maximum that We will pay is €225.
- A claim under this section will not affect Your entitlement to a No Claims Discount.

### What is not covered under this Section?

- ✗ Damage to glass in sunroofs, panoramic glass or mirrors and the bodywork being scratched as a result of this glass breaking.

## Section 4 – Accidental Damage

### What is covered under this Section?

- ✓ Accidental damage to Your Car.
- ✓ Accidental damage to Your Car's spare parts while they are in or on Your Car.

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

- If Your Car is damaged beyond economical repair, We may at Our option arrange or authorise repair of Your Car. Damaged beyond economical repair means the cost of the repair plus the value of the salvage of Your Car exceeds the Pre-Accident Value of Your Car.
- If Your Car is damaged beyond economical repair, We may, at Our option, become entitled to possession and ownership of that car if We have made payment for Your loss.
- If We know that Your Car is covered by a hire purchase or contract-hire agreement, We may pay the owner described in the agreement.
- 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 car repairer, up to a limit of €500. After repairs have been completed, We will also pay for the reasonable cost of redelivery of Your Car to Your address as stated on the Certificate of Insurance, up to a limit of €500. We may ask You to place Your Car in a safe place agreed by Us pending its repair or disposal.
- Our maximum payment for any loss or damage under this Section will be the Pre-Accident Value of Your Car.
- We will pay a fire authority, up to a limit of €1,000, in respect of reasonable charges for which You are legally liable under the Fire Services Act 1981 in respect of any incident giving rise to a valid claim under this Policy.

### What is not covered under this Section?

- ✗ Damage to tyres caused by the application of brakes or by road punctures, cuts, or bursts.
- ✗ Loss of use, depreciation, wear and tear, mechanical, electrical, computer failures / breakdowns / breakages.
- ✗ Loss, destruction, or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- ✗ Loss of or damage caused to Your Car by the use of contaminated fuel or fluids, incorrect fuel or fluids or inappropriately treated fuel or fluids.
- ✗ The cost of hiring another car.
- ✗ The cost of parts in excess of the manufacturer's latest price guide as last published in the Republic of Ireland.
- ✗ The portion of the cost of any repair or replacement which improves Your Car beyond its condition or value before the loss or damage occurred.
- ✗ Any loss or damage arising from the confiscation or destruction of Your Car by or under order of any government, police authority, or public or local authority.
- ✗ Any loss or damage resulting to Your Car caused by the taking and/or returning of it to the legal owner.

- ✖ Any loss or damage arising from any deliberate act by any Person Whose Liability is Covered.
- ✖ Any loss or damage to modifications of Your Car unless they form part of the manufacturer's standard vehicle specification.

# Section 5 – Additional Covers

## 1. Personal Belongings

**Applies to Your Policy if 5B or 5C is shown on Your Schedule**

### What is covered under this Subsection?

- ✓ We will pay You, or at Your request the owner of the property, for any loss or damage to personal effects, personal medical equipment, prescribed medication and clothing while in Your Car:
  - If the damage or loss is due to fire, theft or attempted theft only.
  - The most We will pay under this Subsection is €500.
  - Payment to any person other than You will be made direct to that person.
  - If Your Car was locked while unattended and the item(s) claimed for were not in view.
  - Any loss or damage under this Subsection will not affect Your No Claims Discount.

### What is not covered under this Subsection?

- ✗ Money (including any crypto currency), stamps, or tickets.
- ✗ Goods or samples carried in connection with any trade or business.
- ✗ Loss or damage to any electrical equipment not fitted to Your Car by the manufacturer.
- ✗ Jewellery.

## 2. Child Seats

**Applies to Your Policy if 5B or 5C is shown on Your Schedule**

### What is covered under this Subsection?

- ✓ We will pay the cost of replacement of child seats or booster seats caused by fire, theft, attempted theft or as a result of accidental damage:
  - If the seat is designed for use in a private car and has been used in accordance with the manufacturer's specifications.
  - In the event that the loss or damage is a result of theft or attempted theft force and violence or threatened violence must have been used to gain entry to Your Car.
  - The loss or damage occurs in direct connection with an incident giving rise to a valid claim under this Policy.
  - Any loss or damage under this Subsection will not affect Your No Claims Discount.

### 3. Medical Expenses

**Applies to Your Policy if 5C is shown on Your Schedule**

**What is covered under this Subsection?**

- ✓ We will refund medical expenses up to the sum of €100 per person, for You or any Person Whose Liability is Covered in connection with any bodily injury caused by violent accidental external and visible means in direct connection with Your Car.
- The maximum We will pay in any one period of insurance is €1,000.
- Any loss or damage under this Subsection will not affect Your No Claims Discount.

### 4. Personal Protection

**Applies to Your Policy if 5C is shown on Your Schedule**

**What is covered under this Subsection?**

- ✓ Up to €25,000 should You or Any Persons Whose Liability is Covered, whilst driving or getting into or out of Your Car –
  - Die.
  - Suffer total and irrecoverable loss of sight of one or both eyes.
  - Suffer total loss by physical severance at or above the wrist or ankle of one or more limbs.
- If You or Your spouse or civil partner sustain an injury the benefits shown above will be paid provided the injury is sustained in direct connection with Your Car or while getting into or getting out of any other private car which is not owned by You.
- The benefits shown above will be paid, provided the loss is suffered by violent, accidental, external and visible means and independent of any other cause and provided the loss occurs within 12 months of the incident.
- Payment will be made only under one item shown above in respect of any one event.
- Our total Liability will not exceed €25,000 in any one Period of Insurance in respect of each person.
- In the event of a payment in respect of death, the payment will be made to the legal representatives of the deceased.



## 5. Temporary Replacement Car

**Applies to Your Policy if 5C is shown on Your Schedule**

### What is covered under this Subsection?

- ✓ If Your Car is damaged and out of use as a result of loss or damage covered by this Policy We will pay for hire charges for a temporary replacement car, however:
  - The car must be provided to You through Our approved repairer. An approved repairer is a repairer who We have contracted directly to service Our customers in the event of loss or damage to Your Car.
  - The maximum amount which We will pay for any car hire charges will be €200 in respect of any incident giving rise to a claim under this Policy.
  - 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

### What is not covered under this Subsection?

- ✗ Cover does not apply under this Subsection where the loss being claimed for is under Section 3 – Windscreen.

## 6. Fuel Decontamination

**Applies to Your Policy if 5C is shown on Your Schedule**

### What is covered under this Subsection?

- ✓ We will pay the cost of decontamination if the engine of Your Car is damaged as a direct result of the use of incorrect fluid.
- The maximum We will pay is €700.

### What is not covered under this Subsection?

- ✗ No payment will be made for replacement parts.

## 7. New Car Replaced

**Applies to Your Policy if 5C is shown on Your Schedule**

### What is covered under this Subsection?

- ✓ We will replace Your Car with a new car of the same model and manufacture subject to availability:
  - If Your Car is lost and not recovered, or damaged beyond economic repair, within twelve months of its first registration as new by You.
  - If We replace Your Car We shall become entitled to possession and ownership of the replaced car.
  - This cover is subject to there being a valid claim under Your Policy.

## 8. Driving Other Cars

**Applies to Your Policy if 5(b) is shown on Your Certificate of Insurance**

### **What is covered under this Subsection?**

- ✓ If the cover on Your Policy is Comprehensive You will be covered under Section 1 – Liability to Others and Section 4 – Accidental Damage, to drive other cars.
- ✓ If the cover on Your Policy is not Comprehensive You will be covered under Section 1 – Liability to Others only under this Subsection, to drive other cars.
- You must have the owner's permission to drive the other car.
- The car must be registered, taxed, insured and normally situated in the Republic of Ireland and compliant with Road Traffic legislation.
- You must still own and insure Your Car under this Policy and Your Car is not damaged beyond economic repair.
- The Excess applies to any claim for loss or damage to any car driven under the terms of this Subsection.

### **What is not covered by this Subsection?**

- ✗ Any car owned by You, Your employer or Your business partner.
- ✗ Any car hired to You, Your employer or Your business partner under a hire purchase agreement or a leasing agreement.
- ✗ Any car owned by or in the custody or control of a Motor Trade Business of which You are a member, director, or employee.
- ✗ Any car-van with only 2 seats or less, or a motorcycle or commercial vehicle of any kind.
- ✗ Any car where there is a Policy in force that covers Your driving of a car under this Subsection.
- ✗ Any car with an engine capacity greater than 2500 cubic centimetres or greater than 75kWh if battery powered electric car.
- ✗ Any car with a value greater than €50,000.
- ✗ Any car modified beyond the manufacturer's standard specification.

## Section 6 – No Claims Discount (NCD)

A No Claims Discount (NCD) is a premium discount granted because You have had consecutive years of incident-free motor insurance in Your own name on this Policy or another Policy that this one replaces. Provided there are no claims that could affect it, Your NCD will increase each year, up to the maximum discount We allow on Our NCD scale. See scale below.

Claims free years	Stage of NCD	Percentage of NCD
0	0	0%
1	1	10%
2	2	20%
3	3	30%
4	4	45%
5	5	50%
5+	5	50%

- If a claim arises during the Period of Insurance, the NCD to be applied to the next year's renewal premium may be impacted.

There are three variations of protection available to Your NCD, as set out below. They are No NCD Protection, Step Back NCD Protection and Full NCD Protection.

The level of protection applying to Your Policy will be set out in Your Schedule.

### 1. No NCD Protection

- If a claim arises during a Period of Insurance the No Claim Discount shall reduce to Nil.

Stage of NCD at Your last renewal	Stage of NCD at next renewal date if Subsection 1 applies;	
	0 Claim	1 or more Claim(s)
0	1	0
1	2	0
2	3	0
3	4	0
4	5	0
5	5	0

### 2. Step Back NCD Protection

- If a claim arises during the Period of Insurance the NCD to be applied to the next year's renewal premium shall be reduced by the equivalent of three stages on Our scale.
- If two or more claims arise during a single Period of Insurance the No Claim Discount shall reduce to nil.

Stage of NCD at Your last renewal	Stage of NCD at next renewal date if Subsection 2 applies;		
	0 Claim	1 Claim	2 Claims or more in a single Period of Insurance
0	1	0	0
1	2	0	0
2	3	0	0
3	4	0	0
4	5	1	0
5	5	2	0

### 3. Full NCD Protection – One Claim in 3 Years

- If a claim arises during the Period of Insurance, Your NCD will remain at the previous year's stage on the NCD scale.
- If a second claim arises within a three-year period of the first claim, Your No Claim Discount will be stepped back in accordance with Section 6 Subsection 2.
- If more than two claims arise within a three-year period of the first claim on Your current Policy, Your No Claim Discount will reduce to nil in accordance with Section 6 Subsection 1.
- Please note that although Your NCD stage and equivalent discount may be protected, Your premium may increase due to the claims paid under Your Policy or if We decide it necessary for any other reason.

Stage of NCD at Your last renewal	Stage of NCD at next renewal date if Subsection 2 and 3 applies;			
	0 Claim	1 Claim	2nd claim within a 3-year period of 1 <sup>st</sup> claim	More than 2 claims within a 3-year period of 1 <sup>st</sup> claim
0	1	0	0	0
1	2	1	0	0
2	3	2	0	0
3	4	3	0	0
4	5	4	1	0
5	5	5	2	0

#### Note:

- **If a claim arises close to the preparation of the renewal terms of Your Policy, it may not be included within the calculation of Your renewal premium. We may, at Our option, treat any such claim as having occurred in the next Period of Insurance.**
- **If the claim is subsequently finalised without payment or We receive full reimbursement for Our outlay on the claim, We will retrospectively apply the NCD and will return any difference in premium to You.**

Claims made under the following Sections will not affect Your NCD.

- Section 2 Fire and Theft.
- Up to two claims under Section 3 Windscreen.

- Section 5 Subsection 1 – Personal Belongings.
- Section 5 Subsection 2 – Child Seats.
- Section 5 Subsection 3 – Medical Expenses.
- Section 5 Subsection 6 – Temporary Replacement Car.
- Payment under Section 9 – Electric Vehicle Accessories.
- An incident involving a third-party vehicle being driven by an uninsured driver where the identity of this driver is known, where an accidental damage claim is made.



## Section 7 – Foreign Use

### What is covered under this Section?

- ✓ We cover You or any Person(s) Whose Liability is Covered for up to a maximum of 90 days in 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).

### What is not covered under this Section?

- ✗ Subsection 5.5 – Temporary Car Replacement.
- ✗ Subsection 5.6 – Fuel Decontamination.
- ✗ Subsection 5.8 – Driving of Other Cars
- ✗ Section 8 – Roadside Assistance

## Section 8 – Roadside Assistance

### What is covered under this Section?

AA Roadside Assistance, on behalf of RSA Insurance Ireland DAC, provides a 24 hour emergency breakdown assistance service.

In the event of Your Car being immobilised as a result of a motor accident, breakdown, fire, theft or any attempted theft, malicious damage, punctures that require assistance to fix or replace a wheel, lost keys, keys broken in the lock or locked in the car, AA Roadside Assist will arrange and pay for the benefits as set out below.

#### ✓ **Breakdown Assistance**

AA Roadside Assistance will arrange one hour's free labour at the roadside if Your Car can be repaired where it is (and not at the repairer's premises); or towing of Your Car to the nearest competent repairer or to a garage of Your choice, whichever is closer.

#### ✓ **Homestart Assistance**

Somebody to assist You in the event of a breakdown at Your home.

#### ✓ **Completion of Journey**

If repairs cannot be repaired in situ, and Your Car has broken down away from home, We will pay for one of the following three options:

- Onwards transportation for the Insured and passengers' home or to their intended destination within the territorial limits up to a limit of €25 per person and subject to an overall limit of up to €125.
- Use of a Class A replacement car for up to 48 hours while repairs are carried out.
- Overnight accommodation for one night only, limited to Bed & Breakfast, while repairs to the Insured's vehicle are in progress, subject to a maximum value of Stg£40/€40 per person and Stg£200/€200 in total.

#### ✓ **Message Relay**

AA Roadside Assistance will pass on two urgent messages for You.

#### ✓ **Public Transport**

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.

- No benefits shall be payable unless AA Roadside Assistance have been notified and have authorised assistance through the medium of the emergency telephone number provided.
- In the event of theft of Your Car, the theft must be reported to a police station before any benefits can apply.
- The policy number must be quoted when calling for assistance and the relevant identification produced on the demand of the repairer, recovery specialist or other nominated agent.
- Territorial limits of cover is the island of Ireland.
- Vehicle eligible for assistance will be restricted to Private Cars or Private Cars modified for commercial use.
- To be eligible for assistance, You shall hold a current Policy.
- Replacement cars are subject to commercial car hire criteria. These criteria may include, however, are not limited to the following: full driver's licence without endorsements, a cash or credit card deposit. This criterion is not exhaustive and may change from time to time. It is also a condition of car hire that the car must be returned to the pick-up point.

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

### What is not covered under this Section?

- ✖ Any recurring claim due to the same cause within the last 28 days where a permanent repair has not been undertaken to correct the fault.
- ✖ Any Liability or consequential loss arising from any act performed in the execution of the assistance provided.
- ✖ Any accident or breakdown brought about by an avoidable or wilful or deliberate act committed by the Insured.
- ✖ Any claim arising where the Car is carrying more passengers or towing a greater weight than that for which it was designed as stated in the manufacturer's specifications or arising directly out of the unreasonable driving of the Car on unsuitable terrain.
- ✖ AA Roadside Assistance will not pay for expenses, which are recoverable from any other source.
- ✖ AA Roadside Assistance will not pay for repairing the Car other than what We have agreed to cover.
- ✖ AA Roadside Assistance will not pay for any parts, keys, lubricants, fluids or fuel required to restore a vehicle's mobility.
- ✖ Any claim caused by fuels, mineral essences or other flammable materials, explosives or toxins transported in the car.
- ✖ Any breach of this Section of the Policy or failure on Our part to perform any obligation as a result of extraordinary circumstances, government control, restrictions or prohibitions, or any other act or omission of any public authority (including Government) whether local, national or international, or the default of any supplier, agent or other person or of labour disputes or difficulties or any other cause whatsoever where such cause is beyond Our reasonable control.

- ✖ Any breakdowns where Your Car is not accessible or cannot be transported safely or legally or without hindrance using a standard transporter.
- ✖ Any winching costs or specialist equipment.
- ✖ Any vehicle or equipment used other than a standard recovery vehicle which is required to move a vehicle which has left the road or is overturned or without wheels, would be considered specialist equipment. Once the Car has been recovered to a suitable location, normal service will be provided.
- ✖ Any punctures where no serviceable spare wheel or tyre is available.
- ✖ Any claims arising from loss of or damage to contents of Your Car.

## Section 9 – Electric Vehicle Accessories

---

### What is covered under this Section?

- ✓ We will pay for any loss caused by fire, theft, or attempted theft of Your wall charger or charging cables for Your electric vehicle (EV) or plug-in hybrid electric vehicle (PHEV) model.
- ✓ If Your policy is Comprehensive, We will also pay for any loss caused as a result of accidental damage.
  
- The most We will pay for any loss under this Section is €500.
- Excess does not apply to this Section.
- A claim under this section will not affect Your entitlement to a No Claims Discount.



# Exceptions Which Apply to the Whole Policy

## What is not covered on the whole Policy?

- ✘ Any Liability which You have as a result of an agreement or contract, unless You would have been liable anyway.
- ✘ Any loss, alteration, damage, reduction in the functionality, availability or operation of a computer system, hardware, program, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results from deliberately or negligently transferring (electronic or otherwise) a computer programme that contains any damaging code including computer viruses, worms, logic bombs or Trojan Horses, whether Your property or not.
- ✘ Any loss or damage to any computer or electronically controlled equipment caused by its failing to recognise any date as the true calendar date.
- ✘ Any claim arising while any vehicle for which Indemnity is provided under this Policy is
  - being driven by or in charge of any person not permitted by the Certificate of Insurance,
  - being used for any purpose other than in accordance with the Limitations as to Use, as set out by Your Certificate of Insurance.
- ✘ Any claim unless the person indemnified or (where applicable) the person driving
  - holds a licence to drive the Insured motor vehicle and is compliant with any licensing authorities' restrictions regarding the driving of the vehicle,
  - has held and is not disqualified from holding or obtaining such licence,
  - has been accompanied by a qualified driver if they currently hold a learner permit in accordance with the Road Traffic Acts and any other regulations which apply to such learner permit holders,
  - is complying with the statements on the Proposal / Statement of Fact,
  - is named on the Certificate of Motor Insurance.
- ✘ Any claim (unless required to by the Road Traffic Acts) caused by
  - ionising radiations or contamination by radioactivity from the combustion of nuclear fuel. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly,
  - a riot, civil commotion, war, invasion, act of foreign enemy, hostilities or warlike operation (whether war is declared or not), rebellion revolution, insurrection or civil commotion,
  - any act of terrorism including any action taken to control or prevent an act of terrorism.

# Conditions Which Apply to the Whole Policy

## What are the rules and obligations to follow for this Policy to operate?

### 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 proportion of any claim. We will not pay a share of any claim under Section 1 if there is another policy in force covering the Liability of a person claiming Indemnity.

### 2. 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 in line with all legislative requirements. This is including but not limited to, ensuring that it has sufficient lubricant and oil to operate as prescribed by the manufacturer. For general information on Your legislative requirements please refer to the appropriate legislative body.
- c) We have free access at all times to examine Your Car.

### 3. Cooling off Period

You have the right to withdraw from this Policy within 14 days of the start date of cover or the date on which You receive Your Policy documentation.

Provided there has been no claim made within those 14 days and 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.

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

#### Cancellation by Us

- a) The Policy may be cancelled by Us by sending 10 days' notice to You at Your last known address. If We cancel the Policy You are entitled to a refund of premium for any unexpired period of cover subject to Condition 4c).

#### Cancellation by You

- b) 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 subject to Condition 4c).

#### Cancellation Procedures

- c) 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.
- d) We will deduct an amount in respect of fixed expenses from any return due to You following cancellation of this Policy under condition 4b). A fixed expense is a non-refundable portion of Your Policy premium.

#### Mid Term Alteration

- e) 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 the government levy, at the prevailing rate, We will not charge the additional nor rebate the return premium to You.

## **5. 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.

## **6. Alcohol or Drugs**

We will not be liable under this Policy except so far as is required by law, if the person driving is convicted of or has a fixed penalty imposed for any offence involving driving under the influence of alcohol or drugs or admits to 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.

## **7. 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.

## **8. Financial or Trade Sanctions**

The Company shall not provide any coverage or be liable to provide Indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any economic, financial or trade sanctions or prohibition or restriction imposed by law or regulation in any relevant jurisdiction.

# Accident and Claims Procedure

## 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. Let Us deal with the potential Liability issue.

Tell Us about the accident as soon as possible by calling Our Claims number as found on Page 2 of this Policy Booklet.

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 Vehicle before and immediately after the incident while the details are still fresh in Your mind, or, if You are able, take photos. You are required to provide Us with all relevant information and assistance.

Our approved repairers may be able to provide You with assistance in relation to the damage to Your Car. Unless We give Our written consent, no one will make any admission, offer or promise of payment under this Policy.

Please forward any communication received in relation to the accident (including notice of any prosecution or inquest) to Us without delay.

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.

## 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
  - Name and address.
  - The name and address of the vehicle owner if different.
  - The vehicle registration number.
  - 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. Telephone 01 676 9944.

## 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. In addition, when buying this Policy, You warrant and represent to Us that You have the authority to disclose information to Us on behalf of any Person(s) Whose Liability is Covered.

You should check the information carefully in Your Statement of Fact. If any of the information is incorrect, please contact Your broker. You are also obliged to notify Your broker immediately if any of the details provided by You to Us on Your Statement of Fact change.

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 contact. 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. We may 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. It is recommended that You keep a record (including copies of letters) of all information supplied for the purpose of this insurance.

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.



# 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 the service or the details of Your Policy, please contact Your broker. If You have a complaint in connection with perceived conflict of interest or treatment of a claim, please contact Our Customer Service team at:

RSA Insurance Ireland DAC  
 RSA House  
 Dundrum Town Centre  
 Sandyford Road  
 Dublin 16  
 D16 FC92  
 Telephone: 01 290 1000  
 Outside Ireland: 00353 1 290 1000  
 Email: [complaints@ie.rsagroup.com](mailto:complaints@ie.rsagroup.com)

In the event of the issue not being resolved You may contact:

Insurance Ireland's Insurance Information Service,  
 5 Harbourmaster Place  
 IFSC  
 Dublin 1  
 D01E7E8  
 Tel: 01 676 1820

Contacting Insurance Ireland will not affect Your right to refer Your complaint to the Financial Services and Pensions Ombudsman.

You may bring Your complaint to the Financial Services and Pensions Ombudsman ("FSPO"), however a complaint must first be raised with RSA prior to proceeding to the FSPO as RSA's final Response letter to Your complaint may be required to start the FSPO process:

Financial Services and Pensions Ombudsman  
 Lincoln House  
 Lincoln Place  
 Dublin 2  
 D02 VH29  
 Tel: 01 567 7000  
 Email: [info@fspo.ie](mailto:info@fspo.ie)

RSA, RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16, Eircode D16 FC92  
 Tel: 012901000

RSA is a registered business name of RSA Insurance Ireland Designated Activity Company (DAC).

RSA Insurance Ireland DAC trading as RSA is regulated by the Central Bank of Ireland and is a private company limited by shares registered in Ireland under number 148094 with registered office at RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16. RSMOT3003 DRAFT