

# POLICY DOCUMENT

The Policy is Underwritten by Chartis Insurance Ireland Ltd



February 2010 /Version 1.3

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### HELPLINES FOR NEW CLAIMS NOTIFICATION

**ACCIDENT & WINDSCREEN HELPLINE**

**01 872 0179**

## Private Motor Policy

### Our Contract with You

This **policy** is a contract between **us** and **you**.

The contract is based on the information **you** gave as detailed in the **statement of insurance**. **You** must read the **policy, the schedule**, the declaration, **certificate of motor insurance and any endorsements** together as they all form part of the contract.

**You** are covered, subject to the cover selected as shown in the **schedule**, and the terms conditions and exceptions to the **policy**, for liability, loss or damage that occurs as long as **you** have paid, or agreed to pay the premium and **we** have accepted **your** payment or agreement to pay.

**Your** cover is effective in the Republic of Ireland, the United Kingdom and abroad as specified in Section 4

Irish law will apply unless **you** and **we** have agreed otherwise.

This **policy** is underwritten by Chartis Insurance Ireland Limited , **Chartis House | Merrion Road | Dublin 4**



Sean Hehir  
Managing Director  
Chartis Insurance Ireland Limited  
Chartis Insurance Ireland Limited is authorised by the Financial Regulator.

## Definitions

The words and phrases defined have the same meaning wherever they are used in this policy, the certificate of motor insurance or the schedule and are highlighted throughout in bold print.

### Definitions of Words

<b>Accessories</b>	Motoring equipment kept for use with <b>your car</b> . This does not include a caravan or any other form of trailer.
<b>Audio Equipment</b>	Any radio, radio cassette, cassette player or compact disc player permanently fitted to <b>your car</b> .
<b>Car</b>	The motor <b>car/vehicle</b> shown on the <b>certificate of motor insurance</b> and described in the <b>schedule</b> .
<b>Certificate of Motor Insurance</b>	The document <b>you</b> must have as proof that <b>you</b> have the motor insurance to comply with the law.
<b>Endorsement</b>	A change in the terms of the <b>policy</b> and is printed on the <b>schedule</b> .
<b>Excess(es)</b>	The amount <b>you</b> will have to pay towards a claim.
<b>Insurer</b>	Chartis Insurance Ireland Limited
<b>Market value</b>	The cost of replacing <b>your car</b> with a car of similar make, model, year, mileage, specification and condition as <b>your car</b> was immediately before the loss or damage <b>you</b> are claiming for.
<b>Period of insurance</b>	The period <b>you</b> are covered for as shown in the <b>schedule</b> and any subsequent <b>schedules</b> .
<b>Policy</b>	The documents consisting of this wording, the <b>schedule</b> , the <b>certificate of motor insurance</b> and any <b>endorsements</b> .
<b>Schedule</b>	The document that makes the <b>policy</b> personal to <b>you</b> . It sets out the <b>period of insurance</b> , the details of <b>your car</b> and the level of cover.
<b>Statement of Insurance</b>	The document that gives details of the period of insurance, <b>you</b> , other permitted drivers and all material information relevant to the cover provided. It forms the basis of <b>your</b> contract.
<b>Terrorism</b>	Terrorism is any act including, but not limited to, the preparation of, use of the threat of any force, violence or life threatening act by any person or group of persons acting alone or on behalf of or in connection with any organisation or government, which appears to be intended to or from its nature and context is done in connection with political, religious, ideological or similar purpose, including the intention or coerce any government or put the public or any section of the public in fear or appears to be intended to disrupt any segment of the economy. Any act deemed by the government to be an act of terrorism.
<b>Third party</b>	Any person who makes a claim against anyone insured under this policy.
<b>We, us, our</b>	Chartis Insurance Ireland Limited
<b>You, your</b>	The person named as the policyholder on the <b>certificate of motor insurance</b> and the <b>schedule</b> .

### Details of Policy Cover

<b>Comprehensive</b>	<b>All sections apply</b>
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## Section 1 - Loss Or Damage To Your Car

### We cover

#### Section A

Loss or damage to **your car**. This includes **accessories** and spare parts whether on or in **your car** or in **your** private garage, but only if lost or damaged at the same time.

#### Section B

Loss or damage to **your car** if it is damaged by fire, lightning, theft or attempted theft.

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### Basis of Claims Settlement

If **your car** is damaged or stolen **we** will, at our discretion, pay

- a) the cost of repairing any damage to **your car**; or
- b) an amount in cash equivalent to the value of any loss or damage to **your car**; or
- c) the cost of replacing **your car** with one of a similar type and in similar condition.

The maximum amount **we** will pay will be the **market value** immediately prior to the loss or damage.

If, to our knowledge, **your car** belongs to somebody else or is the subject of a hire purchase or leasing agreement **we** will make any payment to the legal owner.

The maximum amount **we** will pay for loss or damage to audio/visual equipment, computer or computer games, telecommunications and navigational equipment is €750, unless it is standard equipment for **your car** when built.

**We** will pay the reasonable cost of taking **your car** to the nearest suitable repairer and, after repair, to **your** address as shown in the schedule.

### New Car Replacement

**We** will replace **your car** with a new one of the same make, model and specification (provided it is still available), if within 12 months of the date of first registration as new and **you** have been the first and only registered keeper

- **your car** is stolen and not recovered or;
- the cost of repair or damage covered by this Policy exceeds 60% of the list price, inclusive of taxes, when **your car** was new.
- the recorded mileage on **your car** not having exceeded 12,000 miles or 18,000 kilometres.

If we replace **your car** **we** will then own **your** old **car**.

### Replacement Locks

If the car keys or lock transmitter of **your car** are stolen during the period of insurance **we** will pay for the cost of replacing:

- the door locks and / or boot lock;
- the ignition / steering lock;
- the lock transmitter and central locking interface.

Provided it can be established that the identity of the garaging address of **your car** is known to any persons in receipt of such keys or transmitters.

The maximum amount **we** will pay is €500.

## Section 1 – Loss Or Damage To Your Car

### We Do Not Cover

#### Section A

Also please see General Exceptions on pages 15 – 16

- The first €150 of any claim
- In addition the following accidental damage **excesses** also apply:  
€200 whilst **your car** is being driven by or in the charge of an insured driver aged 21 - 24 or an insured driver who has held a full Irish or UK licence for less than 12 months
- Damage to tyres caused by braking or by punctures cuts or bursts
- Loss or damage where the windows are left open or the doors left unlocked
- Mechanical, electrical, electronic or computer fault, failure, malfunction or breakdown
- Loss of use or consequential loss of any kind
- Any reduction in the **market value** of **your car** following repair
- Wear and tear or depreciation
- That part of the cost of any repair or replacement which improves **your car** beyond its condition before the loss or damage occurred
- The cost of parts in excess of the manufacturer's last list price
- Loss or damage to **your car** as a result of fraud or trickery of any kind
- Cassette tapes and compact discs
- Loss or damage as a result of confiscation or detention by Customs or other officials, any government public or local authority
- Loss or damage caused by moth, vermin, insects or infestation or by domestic pets
- Loss or damage arising from **your car** being filled with the wrong fuel
- Loss or damage arising out of an accident where the driver was convicted, or has a prosecution pending, under any Road Traffic legislation relating to the level, concentration or quantity of alcohol or drugs in the body
- Any gradually operating cause

#### Section B

Also please see General Exceptions on pages 15-16

- The first €150 of any claim
- Loss or damage as a result of theft or attempted theft whilst the ignition keys have been left in or on **your car**
- Loss or damage where the windows are left open or the doors left unlocked
- Loss of use or consequential loss of any kind
- Any reduction in the **market value** of **your car** following repair
- Wear and tear or depreciation
- That part of the cost of any repair or replacement which improves **your car** beyond its condition before the loss or damage occurred
- The cost of parts in excess of the manufacturer's last list price
- Loss or damage to **your car** as a result of fraud or trickery of any kind
- Cassette tapes and compact discs
- Any gradually operating cause

## Section 2 - Liability To Others

### We Cover

#### Section A. Legal Liability to Others

We will pay the amount of damages, claimant's costs and expenses and any other costs agreed between us in writing arising from:

- death or bodily injury to any person;
- accidental damage to the property of any person; for which the insured person is liable at law resulting from an accident during the period of insurance involving **your car**.

#### Section B. Legal Costs and Expenses

We will pay the following costs and expenses arising from an accident occurring during the period of insurance, as agreed in writing, which may result in a claim under this insurance:

- solicitor's fees for representation at any coroner's inquest or fatal accident inquiry or court of summary jurisdiction;
- reasonable legal costs for defending a charge of manslaughter or reckless driving causing death

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### Section 2: We do not cover (Sections A & B)

*Also please see General Exceptions on pages 15 - 16*

- Loss or damage caused by an insured person to their own property, or property for which they are responsible, or which is in their custody or control.
- Loss or damage to **your car** or any borrowed vehicle.
- Death or bodily injury to any person arising out of that person's employment by an insured person.
- Any decision of a court outside of the Republic of Ireland, unless the proceedings are brought or judgement is given in a foreign court solely because **your car** was used in that country and **we** had agreed to cover it there.
- any amount exceeding €30,000,000, inclusive of costs and expenses, in respect of loss or damage to property for any claim or series of claims arising from one event.

## Section 3 - Additional Covers

### A. Glass in Windscreens and Windows

#### A. We Cover

If the windscreen or windows in **your car** are damaged **we** will pay for the cost of repair or replacement and the repair of any resulting scratching to surrounding bodywork

If this is the only damage you are claiming your no claim discount will not be affected

#### A. We do not cover - Also please see General Exceptions on pages 15 - 16

- Loss or damage to sunroofs
  - any amount over €225 if the repair or replacement is not carried out by our approved glass replacement company.
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### B. Personal Accident

#### B. We Cover

If you or your spouse are accidentally injured as a result of an accident occurring during the period of insurance:

- while getting into, out of, or travelling in any car and within three months of the date of the accident, the injury is the sole cause of:
  - death;
  - total and permanent loss of all sight in one or both eyes;
  - total loss of one or more limbs;
  - total and permanent loss of use of one or more limbs;

**we** will pay a lump sum of €10,000 for each person following any one accident.

If you or your spouse have any other motor insurance with us, the maximum payment we will make is limited to €7500.

#### B. We do not cover - Also please see General Exceptions on pages 15 - 16

- Injuries arising if:
    - the injured person is over the age of 75 years;
    - the injury is as a result of intentional injury, suicide or attempted suicide;
    - the driver of the car arising out of an accident was convicted, or has a prosecution pending, under any Road Traffic legislation relating to the level, concentration or quantity of alcohol or drugs in the body
    - following a post mortem examination found to have a higher level of alcohol, or drugs in his/her body than is prescribed in the Road Traffic legislation of the territory where the accident occurred
    - the injury is caused by earthquake;
    - the injury is caused by riot or civil commotion, other than in the Republic of Ireland.
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### C. Personal Belongings

#### C. We Cover

We will pay for accidental loss or damage to personal belongings occurring during the period of insurance while in or on **your car**. This includes the contents of a handbag.

The maximum amount we will pay is €150 in respect of any claim or claims arising from one occurrence.

#### C. We do not cover - Also please see General Exceptions on pages 15 - 16

- mobile telephones
- compact discs or cassettes
- Money, stamps, tickets, documents and securities.
- Personal belongings in an open top or convertible car unless in a locked boot or locked glove compartment.
- Goods, samples or equipment carried in connection with any trade or business.
- Personal belongings insured under any other policy of insurance.
- Any consequential loss of any kind
- The theft or attempted theft of personal belongings, if your car has been left unlocked, left with the keys in it or left with a window or roof open

### **Section 3 – continued**

#### **D. Medical Expenses**

##### **We cover**

**We** will pay for medical expenses occurring as a result of injuries suffered in an accident incurred during the period of insurance while in **your car**.

The maximum amount we will pay is €150 for each person injured

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#### **E. Fire Brigade Charges**

##### **We Cover**

**We** will pay all charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in respect of any event which may be the subject of indemnity under this policy subject to a limit of €1,500 in respect of any one accident.

#### **F. DriverPlus**

##### **We Cover**

**We** will pay for the insured driver to receive advice and assistance from a medical and rehabilitation professional along with medical treatment costs from an approved medical care provider in the event of an injury following an accident while driving up to a maximum value of €300.

## Section 4 – Foreign Travel

### We cover

#### A. Damage to **Your Car** Whilst Travelling Outside the Republic of Ireland or the United Kingdom

This **policy** operates throughout the Republic of Ireland and the United Kingdom including travel by sea between ports in the Republic Of Ireland. The cover under your policy is automatically extended when your car is being driven or used in any of the following countries for a maximum 45 days in any **one period of insurance**:

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

Cover applies while **your car** is being transported (including loading and unloading) along a recognised sea, air or rail route between any of the above countries provided that the duration of the journey does not exceed 65 hours under normal conditions.

If you cannot drive **your car** because of loss or damage covered by this **policy**, we will pay the reasonable cost of delivering it to your address in the Republic of Ireland. We will also pay the amount of customs duty you have to pay as a result of loss or damage.

If **your car** will be driven in any of the above countries for a period exceeding 45 days in any **one period of insurance**, cover will only be extended if you notify us in advance of your car leaving the Republic of Ireland.

#### B. Legal Liability Whilst Travelling Outside the Republic of Ireland or The United Kingdom

If your car is being driven or used outside the Republic of Ireland or the United Kingdom and cover has not been arranged with us in accordance with Section A above, we will provide the minimum cover required by local law to allow an insured person to drive or use your car in:

- any country which is a member of the European Union;
- any other country whose arrangements meet the requirements of and are approved by the Commission of the European Union.

## **Section 5 - No Claim Discount**

### **A. No Claim Discount**

If you do not make a claim within the period of insurance the premium for **your car** will be reduced in accordance with our no claim discount scale applicable at the time.

**You** cannot transfer **your** no claim discount to anyone else.

### **B. Protected No Claim Discount**

This cover only applies if your **schedule** states that **you** have Protected No Claim discount.

In the event of a claim under any part of this Private Motor Policy **your** no claim discount will not be reduced unless **you** make more than 2 claims in any 5 consecutive periods of insurance.

If 3 or more claims occur **your** No Claim Discount will be reduced at the next renewal.

## Section 6 - Car Sharing

If **you** carry passengers for social, domestic and pleasure including commuting to and from **your** or **your** passengers' usual place of work and receive a contribution towards your costs, we will not regard this as constituting the carriage of passengers for hire or reward, or regard your car as being hired provided that:

- a) **your** car is not constructed or adapted to carry more than 7 passengers, other than the driver;
- b) the passengers are not being carried in the course of a business of carrying passengers;
- c) the total contributions received for the journey concerned do not involve an element of profit.

Should **you** be in any doubt whether **your** car sharing arrangements are covered by this Policy you should seek confirmation from us immediately.

## Section 7 – Driving Other Cars

If **your certificate of insurance** says so, **we** will also cover **you**, the policyholder, in the event of an emergency, for **your** liability to other people while **you** are driving any other private motor car which **you** do not own or have not hired or leased, as long as

1. the vehicle is not owned by **your** employer or hired to them under a hire-purchase or lease agreement
2. **you** currently hold a Full European Union (EU) Licence
3. the use of the vehicle is covered in the **certificate of insurance**
4. cover is not provided by any other insurance
5. **you** are not connected in any way with the Motor or Licence Trade
6. **you** have the owners permission to drive the vehicle
7. the vehicle is in a roadworthy condition; and
8. **you** still have **your** vehicle and it is not damaged beyond cost-effective repair
9. The vehicle driven must be of the same size and cylinder capacity as the insured vehicle or alternatively no higher than a 2000cc vehicle

This extension applies while being driven within the territorial limits and only to private passenger vehicles. It does not include

- Vans
- Car – Vans
- Jeep – type vehicles with no seats in the back; or
- Vans adapted to carry passengers

## General Conditions

These General Conditions apply to all sections of this Policy.

### 1. General

We will provide the cover described in this insurance if:

- a) any person claiming indemnity or on whose behalf indemnity is claimed has complied with all of the terms and conditions of the **policy**
- b) **your car** is being used or driven in accordance with the terms of the **Certificate of Insurance**

### 2. Your Duty to Prevent Loss or Damage

- a) **You** must maintain **your car** in a safe and roadworthy condition and take all reasonable steps to safeguard against any loss, damage or bodily injury.

### 3. Material Facts

If the details upon which this insurance was entered into change you must advise us as soon as reasonably possible. These facts are shown in the statement of facts that forms part of this **policy**.

### 4. Special Conditions

Any Special Conditions shown in your schedule apply to all sections of this **policy** unless specifically stated otherwise.

### 5. Cover When in the Hands of the Motor Trade

**Your car** (or any borrowed vehicle where allowed by your certificate) must only be driven or used as permitted by **your certificate of motor insurance**. Regardless of this, when **your car** is in the hands of a member of the motor trade for servicing or repair, this insurance continues to operate to protect **you**.

### 6. Mileage

**We** reserve the right to establish the mileage on **your car** at any time as **your** premium has been calculated using the annual mileage provided by **you**. Where the annual mileage has been exceeded **your** premium will be increased to reflect the correct mileage and **you** will be responsible to repay the shortfall in premium.

### 7. Payments Under Compulsory Insurance

If **we** are required to make a payment solely because of the compulsory insurance law of a country to which **your policy** applies, **you** must repay this amount to **us**.

### 8. Your Duty in the Event of a Claim

In the event of a claim **you** must:

- a) notify **us** as soon as reasonably possible with full details of any incident, which may result in a claim and;
- b) notify the Gardai as soon as **you** are aware of any insured property that has been lost or stolen;
- c) take all reasonable steps to recover any lost or stolen property and notify **us** if such property is recovered and / or returned to **you**;
- d) forward to **us** every claim form, writ, summons, legal document, or other communication in connection with any claim, or incident that may give rise to a claim, unanswered and without delay;
- e) provide **us** with all the necessary information and assistance that **we** may require;
- f) not admit liability or make an offer of payment without **our** written consent;
- g) not abandon any property to **us**;
- h) provide all reasonable evidence to support **your** claim.

### 9. Our Rights in the Event of a Claim

You must recognise **our** right to:

- a) take over and deal with the defence or settlement of any claim in **your** name;
- b) take proceedings in **your name**, but at our expense, to recover for **our** benefit the amount of any payment made under this **policy**;
- c) exercise full discretion over the conduct of any proceedings and in the settlement of any claim.

### 10. Fraudulent or False Claims

If any claim or part of a claim is in any respect fraudulent or if any fraudulent means are used to obtain payment, including inflation or exaggeration of the claim or involve the submission of forged or falsified documents, then this **policy** shall become void and any claim under it will be forfeited. If **we** have already made any payment this must be repaid to **us**.

### 11. Law and Jurisdiction

This **policy** is subject to Irish Law and to the exclusive jurisdiction of the Irish Courts.

### 12. Cancellation

a) If **you** find that this **policy** does not meet **your** needs, return the documents to **us** within 14 days of receipt. Provided **you** have not made a claim, **your** premium will be refunded.

b) **You** may cancel this **policy** at any time and all cover will immediately cease from that date. **You** must immediately return the **certificate of motor insurance** to **us**.

Any premium refund will be calculated on a pro-rata basis provided no claim has been made or has arisen under this **policy** prior to such cancellation during the current period of insurance. All returns will be subject to a €25 administration charge unless cancelled within the first 14 days.

c) **We** may cancel this policy by giving **you** 10 days written notice to **your** last known address. All cover will cease from that date. **You** must immediately return the **certificate of motor insurance** to **us**.

Any premium refund will be calculated on a pro-rata basis provided no claim has been made or has arisen under this **policy** prior to such cancellation during the current period of insurance.

e) In the event of a total loss claim under this **policy**, all remaining premiums for the period of this **policy** will immediately become due. **We** reserve the right to deduct this amount from the claims settlement.

### 13. Other Insurance

If at the time of any incident which results in a claim under this **policy** there is any other insurance covering the same loss, damage or liability, **we** will only pay **our** rateable share.

### 14. Payment by Instalments

If **you** pay **your** premium by instalments under a credit agreement **you** must pay each instalment when it is due. **We** have only agreed to receive the premium from **your** credit supplier on the condition that, if **you** default in payment of any of the instalments due to the credit supplier, and fail to comply with the resulting statutory notice, **we** or its4women.ie will have the option to cancel the **policy** in accordance with the cancellation condition set out above. If **we** do so, the sum due from **you** will be recalculated pro-rata based on the actual duration of cover. **You** must pay any balance outstanding. If there has been any overpayment by **you**, this will then be refunded.

### 15. Insurance Act 1936

All monies which become or may become due and payable by **us** under this **policy** shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland

### 16. Finance Act 1990

The appropriate Stamp Duty has been or will be paid in accordance with the provisions of Section 113 of the Finance Act 1990.

### 17. Temporary Replacement vehicle

If the insured vehicle is out of use as a result of a claim for loss or damage insured under this policy we will cover you for any hiring charges you have to pay in getting a temporary replacement car from our recognised list of current approved repairers.

We will automatically insure the temporary replacement car supplied by the approved repairer while you hire it, depending on the conditions and exceptions of this policy.

Under this endorsement we will not pay more than €200 for any one event. This will not apply where the only damage is broken glass in the windscreen or windows of the insured vehicle

## General Exceptions

These General Exceptions apply to all sections of this **policy**.

### 1. Use and Driving

**We** will not pay for any loss, damage or bodily injury whilst **your** car is being driven or used.

- a) other than for the purposes as specified in your **Certificate of Motor Insurance**
- b) by anyone who does not hold a licence to drive **your** car or anyone who has held but is currently disqualified from holding or obtaining such a licence
- c) by anyone driving without **your** permission
- d) in an unsafe condition
- e) by any person other than those specified in the **Certificate of Motor Insurance**
- f) anyone who fails to fulfil the terms and conditions of this insurance

### 2. Agreements Made by **You**

**We** will not pay for any loss, damage bodily injury, illness or disease that arises as a result of any written or verbal agreement entered into by any insured person unless the liability for such loss, damage, bodily injury, illness or disease would have applied had the agreement not existed.

### 3. Territorial Limits

**We** do not cover any accident, injury, loss, damage or liability arising outside the Republic of Ireland, Northern Ireland, Great Britain, Channel Islands or the Isle of Man other than as provided for in Section 4 - "Foreign Travel."

### 4. Deliberate Acts

**We** will not pay for any loss, damage bodily injury, illness or disease arising from any deliberate, wilful or malicious acts by **you** or an insured person.

### 5. Defective Materials

**We** will not pay for any loss or damage arising from faulty workmanship, defective design or the use of defective materials.

### 6. Terrorism

**We** will not pay for any harm or damage to life or to property (or the threat of such harm or damage) by nuclear and / or chemical and / or biological and / or radiological means resulting directly or indirectly from or in connection with Terrorism regardless of any other contributing cause or event, except as required by the Road Traffic Acts.

### 7. War Risks

**We** will not pay for any expense, consequential loss, legal liability or any loss or damage to property directly or indirectly caused by or arising from or contributed to by:

- war, invasion or acts of foreign enemies;
- hostilities (whether war is declared or not);
- civil war, rebellion, revolution, insurrection, military or usurped power;
- confiscation, nationalisation or requisition;
- the order of any government, public or local authority.

### 8. Sonic Bangs

**We** will not pay for any loss or damage caused by pressure waves from aircraft or other aerial devices travelling at or above the speed of sound.

### 9. Pollution & Contamination

**We** will not pay for any loss or damage directly or indirectly caused by pollution and / or contamination.

### 10. Radioactive Contamination and Explosive Nuclear Assemblies

**We** will not pay for any expense, consequential loss, legal liability or any loss or damage to property directly or indirectly caused by or arising from or contributed to by:

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### 11. Earthquake

**We** will not pay for any injury loss or damage (except under Section 1B - Liability to Others) caused by Earthquake.

**12. Riot and Civil Commotion**

**We** will not pay for any injury loss or damage (except under Section 1B - Liability to Others) caused by riot or civil commotion occurring other than in the Republic of Ireland, Northern Ireland, Great Britain, Channel Islands or the Isle of Man.

**13. Airside**

**We** will not pay for any loss damage or liability while **your** car is parked or is being driven in any part of an airport or airfield set aside for:

- moving taking off or landing of aircraft;
- aircraft parking areas and associated roads and ground equipment parking, maintenance or refuelling areas.

## Data Protection Act

For the purposes of this "Data Protection Act" Section:

- "you" shall mean you, the individual who has agreed to the terms of this document;
- "the insured" shall mean any other persons permitted by the certificate to drive or use your car, and;
- "us" shall mean HSBC Insurance (Ireland) Limited.

You and the insured understand that any information provided to us regarding you or the insured will be processed by us, in compliance with the provisions of the Data Protection Act 1998 and 2003, for the purpose of providing insurance and handling claims.

We may also keep your information for a reasonable period to contact you about our services and pass your information on to carefully selected third parties who may contact you with information or offers which may be of interest to you.

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

- share information about you with other organisations and public bodies including the Gardai;
- check and/or file your details with fraud prevention agencies and databases, and if you provide us with false or inaccurate information and /or we suspect fraud, we will record this; we and other organisations may also search these agencies and databases to:
  - help make decisions about the provision and administration of insurance, credit and credit related services for you and members of your household;
  - trace debtors or beneficiaries, recover debt, prevent fraud and to manage your insurance policies;
  - check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

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

You have a right to request access to, and to request correction of any personal data which we hold about you. If you wish to exercise these rights, or if you have any further data protection queries, please contact the Compliance Manager, whose details are set out at the end of this Policy.

## ADVICE ON HOW TO MAKE A CLAIM

This information does not form part of your contract of motor insurance. It is intended as a guide in the event that you need to make a claim.

### WHO WILL DEAL WITH YOUR CLAIM?

Chartis Insurance Ireland Limited has authorized MIS to deal with your claim. You should therefore refer all enquiries to:

## 24 Hour Claims Helpline

**01 872 0179**

### WHAT TO DO AFTER AN ACCIDENT?

The following actions are required by law: -

- a) You must stop - it is a serious offence not to do so.
- b) You must give Your name and address to anyone involved in the Incident, together with details of Your car and the insurer.
- c) If You are unable to notify the police at the scene of the accident, you must report it to them as soon as possible, and in any case within 24 hours.
- d) You must show Your Certificate of Motor Insurance to the garda if they need to see it.

### How do You notify us of Your claim?

First check Your Schedule to make sure You are covered for the loss or damage You are claiming for.

1. If You have been involved in an accident, or Your Car has been stolen or is damaged by Fire, You should contact MIS who will advise You how to proceed. The telephone number is shown at the front of this policy document and above.

You will be asked to do the following:-

- a) Supply as much information as You can concerning the Incident. This may be
  - completing a Motor Accident Report Form or Motor Theft Report Form, whichever is appropriate; or
  - telephoning MIS directly who will then take any action necessary to deal with Your claim.
- b) Send a copy of Your driving licence, VRD, MOT Certificate & purchase receipts, spare keys if Your Car has been stolen.
- c) Send any communication You receive in connection with Your claim to MIS Claims, 37 Comber Road, Dundonald, Belfast BT16 2AA. You must not admit liability or deal with any correspondence Yourself.
- d) Report any vandalism or theft to the police and obtain a crime report number.

**Please note: Even if You are not covered for damage to Your Car, You must still advise us of the incident and You must confirm whether anyone else was involved in the incident who may have suffered an injury or damage to their property.**

2. If the **windscreen** or windows of Your Car are damaged, You should

- a) telephone Us on the number shown below. You will need Your current Certificate of Motor Insurance and Your Statement of Insurance and/or Schedule ready to confirm that You are covered for this damage.

## Windscreen Helpline

**01 872 0179**

- b) You will be given advice on whether Your windscreen can be repaired rather than replaced. If it is possible to have your windscreen repaired, You will not have to pay Excess.
- c) If it is not possible to repair Your windscreen or if the damage is to the windows of Your Car, MIS will instead arrange for it to be replaced. You will be asked to pay the Excess shown in Your Statement of Insurance and/or Schedule for the replacement of the windscreen or body glass.

### **\*\*\*Important Information if your vehicle cannot be driven\*\*\***

If you have an accident between 5pm and 9am and your vehicle is immobile then you will have to contact our Roadside Recovery providers. They will take your vehicle from the scene of the accident to the nearest garage. They can be contacted on:-.....

Please note you will then have to call MIS as soon as possible to report the claim

## Complaints Procedures

We aim to provide a first class service at all times. However, if you have any complaint regarding the standard of service you have received under your policy, the following procedure is available to you to resolve the situation.

In the first instance please contact:

The Manager  
Personal Lines Department  
Chartis Insurance Ireland Limited  
Chartis House  
Merrion Road  
Dublin 4

E-mail [personallinesireland@chartisinsurance.com](mailto:personallinesireland@chartisinsurance.com)

If you are not satisfied with our decision or the way a complaint has been dealt with, you may ask your insurer to review your case without prejudice to your rights in law. Please contact:

The Customer Complaints Officer  
Chartis Insurance Ireland Limited  
Chartis House  
Merrion Road  
Dublin 4

E-mail [irelandcustomercomplaints@chartisinsurance.com](mailto:irelandcustomercomplaints@chartisinsurance.com)

If you are still not satisfied, you may contact the Financial Services Ombudsman of Ireland at the following address:

3rd Floor,  
Lincoln House,  
Lincoln Place,  
Dublin 2  
Lo Call: 1890 88 20 90 Phone 01 4773112 Fax 01 4773333

E-mail [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie)

Or

The Irish Insurance Federation  
Insurance House  
39 Molesworth Street  
Dublin 2

Phone 01 6761820 Fax 01 6761943

You will not prejudice your rights to take legal proceedings if you refer your complaint to the Ombudsman Service.

It will assist us in dealing with any complaint if the policy number shown in the schedule is quoted in all communications in relation to the complaint.

**Notes**