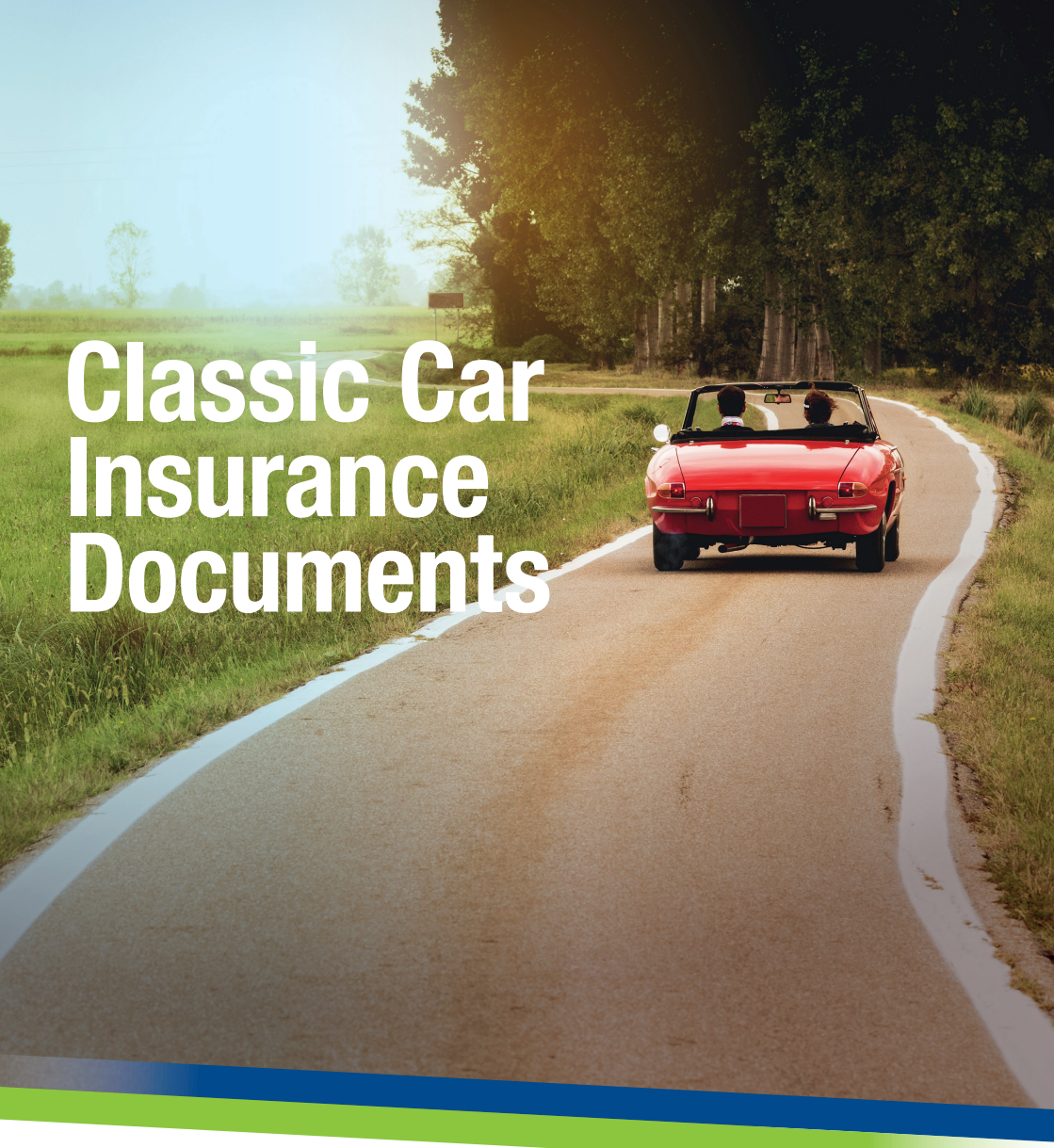

Classic Car Insurance Documents

CAROLE NASH

The care it deserves

Useful Numbers and Information

Customer Services

If you have any queries regarding this policy, please contact us:

Phone: 1800 298 551

Email: emerald@carolenash.com

Making a Claim

Should you be in the unfortunate position of having to make a claim, our in-house 'Talking Claims' service removes much of the inconvenience and hassle to you. Simply call 1800 930 803.

More information can be found on page 8.

Breakdown Assistance

Should you need to use breakdown assistance under the terms of this policy, simply call the number below:

In Ireland: 090 645 1972
In the UK: 0800 093 5318
Rest of Europe: 0044 1737 826 112

More information can be found on page 15.

Legal Expenses Policy

An insured person can contact us 24 hours a day, seven days a week during the period of insurance.

However, we may need to arrange to call the insured person back depending on their enquiry. All helplines apply to the Republic of Ireland. To help us check and improve our service standards, we may record all calls.

When phoning, please tell us your policy number or the name of the scheme you are in.

Please do not phone us to report a general insurance claim.

Advice helpline, call 1850 670 747 when you require advice

Foreign Use

Should you wish to travel to a country outside the EU which is not listed in your Policy Schedule, or if you wish to travel with your vehicle overseas for longer than is stated in your Policy Schedule, please call us on 1800 298 551.

More information can be found on page 6.

Important Information

Changes in Your Circumstances

You must tell Carole Nash Insurance immediately about any changes to the information set out in the Statement of Fact, Certificate of Motor Insurance or on your Policy Schedule.

More information can be found on page 9.

Data Protection

Please check your insurers' privacy notice on the Statement of Fact for more information on how they use your information

Welcome

Thank you for arranging your vehicle insurance through Carole Nash, we hope you find this booklet useful in ensuring you get the most out of your insurance policy.

Contained within this booklet is information about your policy cover. Please take time to read the policy wording and your Carole Nash Terms of Business (enclosed within your policy document pack) as they contain vital information about your policy.

If you have any queries regarding this policy, please contact us:

Phone: 1800 298 551

E-mail: emerald@carolenash.com

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Contract of Classic Car Insurance

Details of your Insurer can be located in your Policy Schedule.

We will provide insurance under the terms, exceptions, conditions and endorsements of this policy, during any period for which we have accepted your premium. Please take time to read through your documents which contain important information about the details you have given.

It is possible to choose the law which is applicable to this contract. Unless we have agreed otherwise, Irish law will apply. This insurance is provided by certain Insurers. Each Insurer is only liable for their own share of the risk and not for each other's share. You may ask for the names of the Insurers and the share of the risk each has taken on.

Government Levy has been or will be paid in accordance with the provisions of Section 19 of the Finance Act 1990 (as amended).

Signed for and on behalf of the Insurers.

Colm Tully
Managing Director
Carole Nash Insurance Consultants (Ireland) DAC

Classic Car Insurance Policy Wording

Definitions

The following words or phrases have the meanings given below whenever they appear in the main Classic Car Insurance **Policy** wording. These will be shown in bold.

Agreed Value (if applicable)

This is the amount shown in the **Policy Schedule**, which represents the value of **your vehicle**. This is the most **we** will pay **you** if **your vehicle** is lost, totally destroyed or where the cost of repairs is greater than the **agreed value**.

Note: **Agreed value** can be considered only if **you** have submitted all necessary photographs (and valuation if required) and these have been received and accepted by Carole Nash Insurance Consultants (Ireland) DAC. If this documentation has not been received and **your vehicle** is lost, totally destroyed or damaged, the most **we** will pay will be **market value**.

Certificate of Motor Insurance

Evidence that **you** have the motor insurance required by law. It shows who may drive the vehicle and what it may be used for.

Conditions

These describe **your** responsibilities and the procedures that **you** must follow. Failure to meet with **policy conditions** could mean that **policy** do not have the full protection of **your policy** and that **we** may refuse to deal with **your** claim or reduce the amount of any claim payment.

Endorsement

A change in the terms of the insurance which replaces the standard insurance wording, and is printed on, or issued with, the **Policy Schedule**.

Excess

The amount **you** must pay towards any claim.

Insurer/we/our/us

The **Insurer** described in the **Policy Schedule**.

Market Value

The cost of replacing **your vehicle** with one of the same make, model, specification, mileage and age, and which is in the same condition **your vehicle** was in immediately before the loss or damage **you** are claiming for.

Period of insurance

The period of time covered by this insurance (as shown on the **Certificate of Motor Insurance** and **your Policy Schedule**).

Policy

The contract between **us** and **you** which is made up of the current **Policy Schedule**, **Certificate of Motor Insurance**, **Proposal Form** or **Statement of Fact** and this booklet.

Policy Schedule

This provides details of **you**, **your vehicle** and the insurance protection provided to **you**.

Proposal Form or Statement of Fact

The document completed by **you** or on **your** behalf which contains information **you** gave at the time the insurance was arranged and on which **we** have relied in providing this insurance.

Race Track

Any track, field, circuit or road, including toll roads (with no maximum speed limit), which is being used at the time of the loss or damage for racing, rallies, pacemaking, speed trials or track days.

United Kingdom/UK

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

You/Your/Policyholder

The person described as the **policyholder** on the current **Certificate of Motor Insurance**

Your Vehicle/Your Classic Car/Insured Vehicle

Any vehicle specified in the **Policy Schedule** or described on the current **Certificate of Motor Insurance**.

Your Cover

Your current **Policy Schedule** shows the cover applicable to **your vehicle(s)**

Section	Cover Provided	Comprehensive	Third Party Fire & Theft	Accident Damage Fire & Theft Cover	Page
Section 1	Liability to Others	✓	✓	x	4
Section 2	Cover for Fire & Theft	✓	x	✓	5
Section 3	Damage to **your** vehicle	✓	x	✓	5
Section 4	Windscreen	✓	x	x	6
Section 5	Personal Accident	✓	x	x	6
Section 6	Audio Cover	✓	x	x	6
Section 7	Wedding Use	✓	✓	x	6
Section 8	Foreign Use	✓	✓	x	6
Legal Expenses Policy	Legal Expenses Cover, in the event of an accident that is not **your** fault	✓	✓	x	10
Irish, UK & EU Breakdown Recovery	Irish, UK & European accident breakdown recovery, including Homestart	✓	✓	x	14

Section 1 Liability to others

What is covered

Driving Your Vehicle

We will insure **you** for all the amounts **you** may be legally liable to pay for:

- death or injury to other people; or
- damaging property (**we** will pay up to €30,000,000 including legal costs for any claim or claims arising from one incident);

as a result of any accident **you** have while **you** are driving, using or in charge of **your vehicle**, or caused by a trailer, caravan or other **vehicle** that is attached to **your vehicle**, during the **period of insurance**.

Cover for Other People

We will also cover the following people for legal liabilities to others;

- named drivers provided they are permitted to drive as shown on **your Certificate of Motor Insurance**.
- any passenger travelling in or getting in or out of **your vehicle**.
- any accident involving a trailer, which is attached to **your vehicle**.

Business Use

If **your Certificate of Motor Insurance** allows business use, **we** will insure **your** employer or business partner against the events shown under 'Driving **your vehicle**' while **you** are working for that employer or partner, but not while using a **vehicle** provided by the employer or partner, unless that **vehicle** is shown in the **Policy Schedule**.

Legal Personal Representatives

After the death of anyone who is covered by this insurance, **we** will deal with any claim made against that person's estate, provided that the claim is covered by this insurance.

Legal Costs

In respect of any occurrence which may be the subject of indemnity under this section **we** will pay:

- the solicitor's fee for representation at any Coroner's inquest in respect of any death,
- the solicitor's fee for defending any proceedings in any Court of Summary Jurisdiction,
- the cost of legal services up to €2,000 for defence in the event of proceedings being taken for manslaughter or dangerous driving causing death or serious bodily harm,
- claimant's costs and expenses,
- all other costs and expenses incurred with the written consent of the **Insurer**.

Special Provision in Respect of UK Use

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

What is not covered

These exclusions apply to the whole of Section 1 – Liability to others;

- death of, or bodily injury to any person arising out of and in the course of their employment by the **policyholder** or by any other person claiming under this insurance. This does not apply if **we** need to provide cover due to the requirements of relevant laws.
- loss of, or damage to, any property belonging to (or in the care of) any person claiming under this section of the insurance.
- anyone covered by any other insurance.
- loss of, or damage to, any motor **vehicle** covered under this insurance.
- loss of, or damage to, any **vehicle**, caravan or trailer being towed or attached to **your vehicle** and any property carried in or on them.
- anyone who does not have a valid licence for driving **your vehicle**.
- any consequence of terrorism unless **we** have to meet the requirements of any road traffic legislation

Section 2
Cover for Fire & Theft

What is covered

If **your vehicle** is lost or damaged by fire, theft or attempted theft during the **period of insurance**, **we** will either repair the **vehicle** or give the legal owner a cash settlement at **market value** or to the **agreed value** if **your vehicle** is insured on that basis.

If **your vehicle** is insured on an **agreed value** basis (as stated on **your Policy Schedule**) in the event of a total loss **you** may be able to purchase the remaining salvage at the amount **your vehicle** will attract in the open market in its damaged condition.

This will be decided on an individual claim basis.

If **your vehicle** is insured on a **market value** basis (as stated in the **Policy Schedule**) in the event of a total loss the salvage/**vehicle** will become the property of the **Insurer**.

What is not covered

- the amount of the **excess** shown in the **Policy Schedule**.
- loss of value, wear and tear, mechanical, electrical, electronic or computer failures or breakdowns or breakages.
- loss or damage to any telephone, television, video, traffic information system or CB radio equipment fitted to or carried in the **vehicle**.
- depreciation in value of **your vehicle** after **you** have made a valid claim under this section.
- loss or damage caused by deception.
- any loss or damage if **your vehicle** is left unlocked; **your vehicle** windows are left open or **your vehicle** keys or anything else which replaces a key (such as a special card) are left in, on or about **your vehicle** while it is unattended or unoccupied.
- any loss or damage if **you** have exceeded the annual mileage limit.
- compensation or expenses as a result of **you** not being able to use **your vehicle**.
- loss of, or damage to accessories unless **your vehicle** is damaged or stolen at the same time.
- theft or unauthorised taking of **your vehicle** by a member of the **policyholder's** family or anyone normally living with **you**.
- loss of, or damage to, any non-standard parts/ equipment fitted to or carried in **your vehicle**.
- loss or damage to **your vehicle** due to or occasioned by the impounding or destruction of **your vehicle** by an authorised body.
- loss of or damage to trailers.
- loss or damage from taking **your vehicle** and returning to its legal owner.
- damage to tyres by braking, punctures, cuts or bursts.

Section 3
Damage to Your Vehicle

What is covered

If **your vehicle** is damaged as a result of an accident, malicious damage or is vandalised during the **period of insurance**, **we** will either repair the **vehicle** or give the legal owner a cash settlement at **market value** or to the **agreed value** if **your vehicle** is insured on that basis.

If **your vehicle** is insured on an **agreed value** basis (as stated in **your Policy Schedule**) in the event of a total loss **you** may be able to purchase the remaining salvage at the amount **your vehicle** will attract in the open market in its damaged condition.

This will be decided on an individual claim basis.

If **your vehicle** is insured on a **market value** basis (as stated in the **Policy Schedule**) in the event of a total loss the salvage/**vehicle** will become the property of the **Insurer**.

What is not covered

- the amount of the **excess** shown in the **Policy Schedule**.
- loss of value, wear and tear, mechanical, electrical, electronic or computer failures or breakdowns or breakages.
- depreciation in value of **your vehicle** after **you** have made a valid claim under this section.
- compensation or expenses as a result of **you** not being able to use **your vehicle**.
- loss or damage to any non-standard parts/ equipment fitted to or carried in **your vehicle**.
- damage caused by chewing, scratching, tearing or fouling by domestic pets, or caused by vermin, insects, mildew or fungus.
- damage caused by frost, smog or any gradual process.
- loss of, or damage to accessories unless **your vehicle** is damaged or stolen at the same time.
- any loss or damage if **your vehicle** is left unlocked; **your vehicle** windows are left open or **your vehicle** keys or anything else which replaces a key (such as a special card) are left in, on or about **your vehicle** while it is unattended or unoccupied.
- any loss or damage if **you** have exceeded the annual mileage limit.
- loss or damage resulting from unauthorised taking of **your vehicle** by a member of the **policyholder's** family or anyone normally living with **you**.
- loss of or damage to trailers.
- loss or damage from taking **your vehicle** and returning to its legal owner.
- loss or damage to any telephone, television, video, traffic information system or CB radio equipment fitted to or carried in the **vehicle**.
- loss or damage caused by deception.
- loss or damage to **your vehicle** due to or occasioned by the impounding or destruction of **your vehicle** by an authorised body.
- Damage to tyres by braking, punctures, cuts or bursts.

Section 4
Windscreen

What is covered

We cover loss or damage to the windscreen or window glass for **your vehicle** and any damage to the bodywork caused by the broken glass. Please refer to **your Policy Schedule** for the amount of cover provided and the **excess**.

What is not covered

Please refer to **your Policy Schedule**.

Section 5
Personal Accident

What is covered

We will pay the amount shown as personal accident in **your Policy Schedule** if **you**, or **your** partner are accidentally injured whilst in or getting in or out of **your vehicle**.

We will pay out within three months if the injury results in:

- death
- loss of sight in one or both eyes
- loss of one or more hands or feet

We will only pay one benefit for death or injury to any person for any one incident.

What is not covered

- death or injury caused by suicide or attempted suicide.
- any claim for injury or death where the person was under the influence of alcohol or drugs.

Please refer to **your Policy Schedule** for any other exclusions under this section of **your policy**.

Section 6
Audio equipment cover

Please refer to **your Policy Schedule** for cover details.

Section 7
Wedding use

If stated in **your Policy Schedule**, **your policy** includes cover for **you** and any named drivers listed on **your Certificate of Motor Insurance** to drive the **vehicle** in connection with wedding use.

Section 8
Foreign Use

We provide the minimum cover required by law to allow **you** to use **your vehicle** in any of the following countries:

- any country, which is a member of the European Union.
- any country which the Commission of the European Communities is satisfied has made arrangements of Article (8) of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor **vehicle**.

While **you** are visiting these countries, **your** insurance will be extended to cover the following:

- **your vehicle** being moved (including loading and unloading) by sea or rail between the countries where **you** have cover.
- in the event of any incident which results in a claim under Section 2 - Cover for fire and theft, or Section 3 - Damage to **your vehicle**:
  - the cost of delivering **your vehicle** to **you** or to **your** home in the Republic of Ireland after necessary repairs have been finished; or
  - foreign customs duty **you** must pay because damage to **your vehicle** prevents its return to the Republic of Ireland.
- General Average and Salvage charges if **you** are liable.

We will only provide this cover if **your** permanent home is in the Republic of Ireland.

European Union (EU) compulsory cover does not apply when **you** are driving a motor **vehicle** that **you** do not own or have hired under a hire purchase or leasing agreement.

Important: The length of time that **we** will give cover for under this section in any one **period of insurance** will be limited. The number of days that **we** will provide this cover for will be specified in the **endorsements** shown in **your Policy Schedule**.

If **you** want to travel to a country that is not shown on the back of **your Certificate of Motor Insurance**, or if **you** wish to go for longer than the number of days shown in **your endorsement**, please contact **our** Customer Services team on 1800 298 551.

General Exceptions

These general exceptions apply to the whole of this insurance.

Your insurance does not cover the following:

- any liability, accident, injury, loss or damage that happens while any **vehicle** covered by this insurance is:
  - being used for a purpose which the **vehicle** is not insured for;
  - in the charge of anyone who is not described in the **Certificate of Motor Insurance** as a person entitled to drive;
  - in the charge of anyone who is excluded from driving by an **endorsement**, other than cover required under the Road Traffic Act;
  - being driven by or in the charge of anyone who is disqualified from driving, who has not held a driving licence or who is prevented by law from holding one;
  - being driven by or in the charge of anyone who does not meet the terms and **conditions** of their driving licence;
  - being used while in an unsafe condition;
  - kept or used in an unroadworthy condition;
  - being kept or used without a current Department of Environment (N.C.T.) certificate if one is needed;
  - being used on any part of an airport or airfield provided for aircraft movement, parking or maintenance;
  - being used to carry passengers or goods in a way likely to affect the safe driving or control of the **vehicle**;
  - being used on a **race track** or off road activity of any description or de restricted toll roads such as the Nurburgring.
- any liability that **you** have agreed to accept unless **you** would have had that liability anyway.
- any loss, damage, injury or liability directly or indirectly caused by:
  - war, invasion, act of terrorism, act of foreign enemy, hostilities (whether war is declared or not), civil unrest, revolution, or any similar event (except where **we** need to provide cover to meet the compulsory motor insurance law);
  - incidents caused by riot or civil unrest outside of England, Republic of Ireland, Scotland, Wales, the Isle of Man or the Channel Islands;
  - earthquake;
  - ionising radiation or radioactive contamination from nuclear fuel, or nuclear waste, or the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment or nuclear parts;
  - pressure waves caused by aircraft and other flying objects; or
  - carrying any dangerous substances or goods (except where **we** need to provide cover to meet the compulsory motor insurance law).
- any liability, loss or damage that happens outside the Republic of Ireland or **UK** (apart from where cover is provided under Section 8 - Foreign use, or unless **you** have paid an extra premium to extend **your** cover).
- any proceedings brought against **you** outside the Republic of Ireland or **UK**, unless they result from using **your vehicle** in a country which **we** have agreed to extend this insurance to cover.
- any liability, injury, loss or damage caused directly or indirectly by:
  - pollution; or
  - contamination;

unless the pollution or contamination is directly caused by one incident at a specific time and place during the **period of insurance** and is:

- sudden;
- identifiable;
- unintended; or
- unexpected.

The pollution caused by one incident will be considered to have occurred at the time the incident took place.

This exception does not apply if any compulsory motor insurance law says **we** must provide this cover.

Policy Conditions

You must comply with the following **conditions** to have the full protection of **your policy**. If **you** do not comply with them **we** may at **our** option cancel the **policy** or refuse to deal with **your** claim or reduce the amount of any claim payment.

How to Make a Claim

Contact Carole Nash Insurance Consultants (Ireland) DAC with full details immediately after any damage or accident which might result in a claim under this **policy**. **You** or any other person claiming indemnity under this **policy** must send any claim form, summons or other correspondence to Carole Nash immediately.

Carole Nash has a 'Talking Claims' service which removes much of the inconvenience and hassle to **you**. Simply call 1800 930 803.

If **you** are making a claim following the theft or attempted theft of, or malicious damage to **your vehicle**, **you** must give immediate notification of the incident to the Garda.

Defending or Settling the Claim

Unless they have **our** written permission, no person can represent or admit liability for **us** or for **you** or any other person claiming cover under this **policy**.

We can carry out the defence or settlement of any claim and **we** can choose the solicitor who will act for **you** in any legal action.

We can also take legal action in **your** name or the name of any other person covered by this **policy**, to recover any payment **we** have made under this **policy**. **You** must give **us** all the information and help **we** need to deal with the claim.

Other Insurance

If **you** were covered by any other insurance for the incident which resulted in a valid claim under this **policy**, **we** will not pay any of the claim.

Reasonable Precautions

You must take all reasonable steps to keep **your vehicle** in a safe and roadworthy condition and protect it from damage, including fire, theft or attempted theft, malicious damage and someone taking **your vehicle** without **your** permission.

The **vehicle** must be kept or used with a valid Department of Environment (N.C.T) certificate, if one is needed. **You** must also keep all legal regulations relating to **your vehicle** and its ownership. **You** must allow **us** to examine **your vehicle** whenever **we** ask.

Keeping to the Terms of This Policy

We will only give **you** the cover that is described in this **policy** if any person claiming has met with all its terms, **conditions** and **endorsements**, as far as they apply.

Failure to Pay a Premium Instalment

If **you** fail to pay an instalment **you** will be charged a missed payment fee and be given a notice of cancellation. If payment is not made within the period of this notice, the **policy** will be cancelled and **you** will be charged for the number of days cover that has been provided. Please refer to the Carole Nash Terms of Business for details.

Cooling Off Period

You have the right to cancel **your policy** for a period of 14 working days, either from the day of purchase/renewal of the contract or from the day **you** receive **your policy** documentation, whichever is the later. If **you** exercise this right **you** will be charged for the number of days cover that has been provided. Please refer to the Carole Nash Terms of Business for details.

There will be no refund if a total loss has occurred. **You** may cancel **your policy** with immediate effect by notifying Carole Nash Insurance Consultants (Ireland) DAC in writing.

If **you** wish to cancel and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid.

Cancellation by You

Your insurance **policy** has been arranged for a period of 12 months and **you** are required to pay the full premium. If **you** cancel the insurance before the expiry date, other than in accordance with the above 'Cooling Off Period', no premium will be returned.

Your insurance premium will include a payment for **your** Legal Expenses and Breakdown cover which Carole Nash have included as part of the Carole Nash product. This payment is non-refundable upon cancellation of the **policy** other than if cancelled by **you** during **your** 14 working day 'cooling off' period. Please refer to the Carole Nash terms of Business for details.

You may cancel **your policy** with immediate effect by notifying Carole Nash Insurance Consultants (Ireland) DAC in writing. If a claim has occurred there will be no refund. Please note you may only cancel the Legal Expenses and Breakdown cover if you cancel your classic car cover as cover is included as part of the Carole Nash product.

Our Right to Cancel

In the unlikely event that **your** existing **Insurer** or Carole Nash Insurance Consultants (Ireland) DAC need to cancel **your policy**, **you** will be given seven days notice in writing. This will be sent to **your** last known address.

Valid reasons for cancelling include but are not limited to:

- if **you** do not pay **your** premium or instalment payment by the payment due date;
- where **we** reasonably suspect fraud or misrepresentation;
- if **you** do not provide **us** with information or documentation **we** reasonably require;
- where **you** have not taken reasonable care to provide complete and accurate answers;
- where **you** or anyone else covered by the insurance has not met the **policy** terms and **conditions;**
- where a change in **your** circumstances means **we** can no longer provide cover.

Carole Nash will work out any refund (if applicable) for the unused part of **your** premium in line with the cancellation section of this **policy**. Please refer to the Carole Nash Terms of Business.

Where **we** find evidence of fraud or deliberate misrepresentation **we** may void the **policy** back to the date when **you** first provided **us** with this information or
the start of the **policy**. Where fraud is identified **we** will:

- not return any premium paid by **you;**
- recover from **you** any costs **we've** incurred;
- pass details to fraud prevention and law enforcement agencies who may access and use this information. Other insurers may also access this information.

Please bear in mind that it is an offence under the Road Traffic Act to drive, or permit a motor **vehicle** to be on a public highway or other public place, if **you** have not met the minimum insurance requirement.

Right of Recovery

We may have to pay a claim because the law of a country which this **policy** runs in says **we** must. If **we** would not have paid this claim otherwise, **we** can ask for a refund from **you** or the person responsible for causing the claim.

Changes in Your Circumstances

You must tell Carole Nash Insurance Consultants (Ireland) DAC immediately about any changes to the information set out in the **Proposal Form, Statement of Fact**, **Certificate of Motor Insurance** or on **your Policy Schedule**. **You** must also tell Carole Nash Insurance immediately if any of the following happens:

- **you** or any driver receive any motoring convictions or fixed penalty **endorsement**s (pending or not) or any accidents, claims, thefts or losses occur including fault and non fault, whether claimed for or not on any motor **vehicle policy**;
- **you** or any other driver has been convicted of a criminal offence or have possible prosecutions outstanding;
- the main driver of **your vehicle** changes;
- the registered keeper of **your vehicle** changes;
- **you** change **your vehicle** for another one;
- any modification to or alterations from the manufacturers standard specification, including any manufacturer or dealer fitted option, whether or not performance is altered or any other changes which could improve value, appearance, performance or handling;
- the condition of **your vehicle** changes (if **your vehicle** is covered on an **agreed value** basis);
- **you** change the place where **you** usually keep **your vehicle**;
- any driver develops a health condition which may affect their driving;
- the mileometer on **your vehicle** fails (applicable only if **you** have submitted an annual mileage declaration);
- **you** change **your** occupation;
- **you** change **your** address.

This is not a full list. If **you** are not sure whether to report any change, please speak to Carole Nash Insurance Consultants (Ireland) DAC. **We** may re-assess **your** cover and premium as a result of any important information **you** give and mid-term changes may be subject to additional fees, as detailed in the Carole Nash Terms of Business document.

If the information provided by **you** is not complete and accurate:

- **we** may cancel **your policy** and refuse to pay any claim, or
- **we** may not pay any claim in full, or
- **we** may revise the premium and/or change the compulsory **excess**, or
- the extent of the cover may be affected.

Fraudulent Claims

If **you** or anyone representing **you** makes a claim or part of any claim that is fraudulent, false or exaggerated **we** may:

- reject the claim or reduce the amount of payment **we** make;
- cancel **your policy** from the date of the fraudulent act and not return any premium paid;
- recover from **you** any costs **we've** incurred relating to the fraudulent claim and any further claims
- notified after the date of the fraudulent act;
- pass details to fraud prevention and law enforcement agencies who may access and use this information. Other insurers may also access this information

Legal Expenses Policy

Your Legal Expenses policy is provided by ARAG Legal Protection Limited, registered in Republic of Ireland number 639625. Registered address: Europa House, Harcourt Centre, Harcourt Street Dublin 2, D02 WR20. ARAG Legal Protection Limited is regulated by the Central Bank of Ireland.

ARAG Legal Protection Limited is a coverholder of the insurer ARAG Insurance Company Limited, a Branch of ARAG Allgemeine Versicherungs-AG. ARAG Insurance Company Limited is authorised and regulated by the Federal Financial Supervisory Authority, BaFin (firm reference number VU5455), the regulatory authority in Germany, and is regulated by the Central Bank of Ireland for Conduct of Business rules.

As a ARAG policyholder, you are now protected by the Republic of Ireland's leading legal expenses insurer. If you are involved in a motor accident, prosecuted for a motoring offence, have a motor contract dispute, need legal advice or need help with motoring emergencies, we are here to help you 24 hours a day, 365 days a year.

To make sure that you get the most from your ARAG cover, please take time to read the policy which explains the contract between you and us. If you have any questions or would like more information, please contact ARAG Legal Protection Limited.

It will help you if you keep the following points in mind:

AFTER A MOTOR ACCIDENT

If you are involved in an accident, remember to write down as many details as possible, including the names and addresses of anyone who may have seen the accident. Let us have this information as soon as you can, either by giving it to your insurance adviser or by sending it to us at the address below.

If you are not sure what to do after an accident, call our Legal Advice Service.

HOW WE HELP YOU

Once we have accepted your claim, we aim to recover your uninsured losses from the other person who caused the accident. Uninsured losses could include the cost of repairing or replacing the insured vehicle, your motor insurance policy excess, compensation following injury or other out-of-pocket expenses.

We normally recover your uninsured losses or deal with motor contract disputes by appointing a lawyer to handle your claim. In most cases, we will choose the lawyer for you. If an insured person has been injured or killed we will help to deal with their compensation claim through the Personal Injuries Assessment Board (PIAB).

Claims outside the Republic of Ireland may be dealt with by ARAG offices elsewhere in Europe.

If an insured person is prosecuted for a motoring offence, we will appoint a lawyer to represent them.

Send your claim to:

Claims Department
ARAG Legal Protection LimitedEuropa House
Harcourt Centre
Harcourt Street
Dublin
D02 WR20

Email: claims@arag.ie
Telephone: 01 670 7470

IF YOU NEED ANY OTHER HELP FROM US

You can phone us at any time on 1850 211 433 for legal advice on any personal legal problem or for help with general motoring emergencies.

WHEN WE CANNOT HELP

We will not be able to help you if we think there is little chance of recovering your uninsured losses. Please do not ask for help from a solicitor before we have agreed. If you do, we will not pay the costs involved.

LEGAL ADVICE SERVICE

We will give the insured person confidential legal advice over the phone on any personal legal problem, under the laws of the Republic of Ireland and the United Kingdom. Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal adviser.

However if this is not possible they will arrange a call back at a time to suit the insured person.

Our legal advisers provide advice on the laws of the Republic of Ireland 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, we will refer the insured person to one of our specialist advisers. This will include certain areas of law for Scotland and Northern Ireland.

Specialist advice is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will call the insured person back.

THIS IS YOUR ARAG MOTOR LEGAL PROTECTION PLUS POLICY

We agree to provide the insurance in this policy, keeping to the terms, conditions and exclusions as long as:

- the date of occurrence of the insured incident happens during the period of insurance and within the territorial limit; and
- any legal proceedings will be dealt with by a court or other body which we agree to in the territorial limit; and
- in civil claims it is always more likely than not an insured person will recover damages (or other legal remedy) or make a successful defence.

Definitions

The following words have these meanings wherever they appear in this policy in bold:

Date of Occurrence

a. For civil cases, the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date you or an insured person first became aware of it.)

b. For motoring offences, the date of the motor offence an insured person is alleged to have committed. If there is more than one offence arising at different times, the date of occurrence is the date an insured person began, or is alleged to have begun, to break the law.

Personal Injuries Assessment Board (PIAB)

An independent statutory government body which assesses the amount of compensation due to a person who has suffered a personal injury.

Insured Incidents

a. Accident loss recovery and personal injury

b. Motor legal defence

c. Motor contract disputes

Insured Person(S)

You, and any passenger or driver who is in or on the insured vehicle with your permission. Anyone claiming under this **policy** must have your agreement to claim.

Insured Vehicle

The vehicle (below 7.5 tonnes total vehicle weight) specified in the motor insurance policy issued with this policy. It also includes any caravan or trailer attached to this **vehicle**.

Legal Costs

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

Period of Insurance

The period for which **we** have agreed to cover **you**.

Representative

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

Territorial Limit

For insured incident Accident loss recovery, Motor legal defence and personal injury, the United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland, and Turkey.

For insured incidents Motor contract disputes, the Republic of Ireland.

Uninsured Losses

Losses which an insured person has incurred as a result of a road traffic accident which was not their fault, and which are not covered under the motor insurance policy issued with this **policy**.

We, Us, Our

ARAG Legal Protection Limited.

You, Your

The person who has taken out this **policy**.

INSURED INCIDENTS

What is covered

1. ACCIDENT LOSS RECOVERY AND PERSONAL INJURY

Legal costs incurred to recover uninsured losses after an event which:

a. causes damage to the insured vehicle or to personal property in it; or

b. injures or kills an insured person while he or she is in or on the insured vehicle; or

c. injures or kills you while you are driving another motor car or motor cycle; or

d. injures or kills you or any member of your family (who always live with you) as a passenger in a motor vehicle, a cyclist or a pedestrian.

2 MOTOR LEGAL DEFENCE

Legal costs incurred to defend an insured person's legal rights if they are prosecuted for an offence connected with the use or driving of an insured vehicle.

What is not covered

Parking offences.

3. MOTOR CONTRACT DISPUTES

Legal costs incurred in respect of a dispute arising from an agreement which you have for buying, selling, hiring or insuring an insured vehicle or its spare parts or accessories or the service, repair or testing of an insured vehicle.

Provided that:

a. you must have entered into the agreement during the period of insurance, and

b. the amount in dispute must be more than €150.

What is not covered

Any claim relating to the settlement payable under an insurance policy (we will cover a dispute if your insurer refuses your claim, but not for a dispute over the amount of the claim).

WHAT IS COVERED

1. If a representative is appointed by us, we will pay the legal costs for insured incidents under your policy.
2. For insured incidents involving the death of or injury to an insured person we will pay the application fee required by the Personal Injuries Assessment Board (PIAB).
3. For all insured incidents we will help in appealing or defending an appeal provided that the insured person tells us that he or she wants us to appeal within the statutory time limits allowed. Before we pay any legal costs for appeals, we must agree that it is more likely than not that the appeal will succeed.
4. The most we will pay for all claims resulting from one or more event arising at the same time or from the same originating cause, is €130,000.

WHAT IS NOT COVERED

1. A claim where the insured person has failed to notify us of the insured incident within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering damages (or getting any other legal remedy that we have agreed to) or of making a successful defence.
2. Any legal costs that are incurred before we agree to pay them.
3. The insured vehicle being used by anyone who does not have valid motor insurance.
4. Fines, damages or other penalties which an insured person is ordered to pay by a court or other authority.
5. Any claim caused by, contributed to by or arising from:
6. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
7. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
8. war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
9. pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
10. Any disagreement with us that is not in Condition 7
11. The cost of obtaining a medical report when registering a claim with the Personal Injuries Assessment Board (PIAB).
12. Any legal action an insured person takes which we or the representative have not agreed to or where the insured person does anything that hinders us or the representative.
13. Legal costs arising from or relating to judicial review, coroner's inquest, fatal accident inquiry or injunctions.
14. Any claim where the insured person settles or discontinues without consent from us

CONDITIONS WHICH APPLY TO THE WHOLE POLICY

1. An insured person must:

a. keep to the terms and conditions of this policy;

b. try to prevent anything happening that may cause a claim;

c. take reasonable steps to keep any amount we have to pay as low as possible;

d. send everything we ask for, in writing;

e. give us full details in writing, of any claim.

2.

a. We can take over and conduct in the name of an insured person, any claim or legal proceedings at any time. We can negotiate any claim on behalf of an insured person.

b. An insured person is free to choose a representative (by sending us a suitably qualified person's name and address) if:

- we agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an insured person in those proceedings; or
- there is a conflict of interest.

We may chose not to accept an insured person's choice, but only in exceptional circumstances. If there is a disagreement over the choice of representative in these circumstances, the insured person may choose another suitably qualified person.

c. In all circumstances except those in 2(b) above, we are free to choose a representative.

Any representative will be appointed by us to represent the insured person according to our standard terms of appointment. The representative must co-operate fully with us at all times.

d. We will have direct contact with the representative.

e. An insured person must co-operate fully with us and the representative and must keep us up to date with the progress of the claim.

f. An insured person must give the representative any instructions that we require.

3.

a. An insured person must tell us if anyone offers to settle a claim.

b. If an insured person does not accept a reasonable offer to settle a claim, we may refuse to pay any further legal costs.

c. We may decide to pay the insured person the amount of damages that the insured perso is claiming, or which is being claimed against them, instead of starting or continuing legal proceedings.

4. An Insured Person Must:

a. tell the representative to have the legal costs taxed, assessed or audited, if we ask for this;

b. take every step to recover legal costs that we have to pay, and must pay us any legal costs that are recovered.

5.

If the representative refuses to continue acting for an insured person with good reason, or if an insured person dismisses the representative without good reason, the cover we provide will end at once, unless we agree to appoint another representative.

6.

Apart from us, you are the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it.

7.

If there is a disagreement between the insured person and us about the handling of a claim and it is not resolved through our internal complaints procedure the insured person can contact the

Financial Services and Pensions Ombudsman (FSPO) for help. Details available from www.fspo.ie.

Alternatively there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by the insured person and us. If there is a disagreement over the choice of arbitrator, we will ask the Chartered Institute of Arbitrators to decide.

8.

We may require the insured person to get, at their own expense, an opinion from an expert, that we consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by us and the cost agreed in writing between the insured person and us. Subject to this we will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the insured person will recover damages (or obtain any other legal remedy that we have agreed to) or make a successful defence.

9.

We will, at our discretion, void the policy (make it invalid) from the date of claim, or alleged claim, and/or we will not pay the claim if:

a. a claim the insured person has made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or

b. a false declaration or statement is made in support of a claim.

10.

We will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.

11.

This policy will be governed by Irish Law. All acts of the Oireachtais within the policy wording shall include any amendment or replacement legislation.

ARAG PRIVACY STATEMENT

PRIVACY STATEMENT

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

COLLECTING PERSONAL INFORMATION

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

USING PERSONAL OR SENSITIVE INFORMATION

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

KEEPING PERSONAL INFORMATION

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

YOUR RIGHTS

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

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

IMPORTANT INFORMATION

CLAIMS HELPLINE

Call 01 670 7470 when you need to make a claim

ADVICE HELPLINE

Call 1850 670 747 when you require advice

Irish, UK & European Breakdown Recovery

Irish, UK and European roadside assistance and vehicle recovery is underwritten by Inter Partner Assistance SA which is fully owned by the AXA Group. Inter Partner Assistance is a Belgian firm authorised and regulated by the National Bank of Belgium and is subject to limited regulation by the Central Bank of Ireland for the conduct of business rules. This can be checked by visiting the Central Bank of Ireland website http://registers.centralbank.ie

AXA Assistance UK & AXA Assistance Ireland operate the 24 hour assistance helpline

Definitions

The following words or phrases have the meanings given below whenever they appear in the Irish & European Breakdown Recovery policy wording. These will be shown in bold.

Breakdown

Where the **insured vehicle** can not be driven due to an electrical or mechanical fault, the theft or loss of keys, a flat tyre, or running out of fuel.

Insured vehicle

Any vehicle specified in the Policy Schedule or described in the current Certificate of Motor Insurance.

The **insured vehicle** must be no more than:

- 3.5 tonnes when fully loaded;
- 5.5 metres (18 feet) long; or
- 2.3 metres (7 feet 6 inches) wide.

This also includes any caravan or trailer attached to **your** motor **vehicle** (as long as it is no longer than 7.6 metres (25 feet) long, including the towbar).

Period of insurance

The period shown in **your** current Certificate of Motor Insurance.

Territorial limit

The territorial limit for Section 4 is Republic of Ireland.

The territorial limit for Section 5 is the Andorra, Austria, Belgium, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Great Britain, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, the Netherlands, Northern Ireland, Norway, Poland, Portugal, San Marino, Slovakia, Slovenia, Spain, Sweden,Switzerland and Turkey. Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

We, Us, Our

Inter Partner Assistance SA, AXA Assistance UK both of The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, UK and AXA Assistance Ireland, Unit 13, Kilmmartin N6 Retail Park, Dublin Road, Athlone, Co. Westmeath, Ireland

You, Your

The person named in **your** current Certificate of Motor Insurance and any person authorised to drive or be a passenger in, or on, the **insured vehicle**.

Section 4 Republic of Ireland assistance

What is covered under Section 4

Home and Roadside Assistance

We will come out to the **insured vehicle** if **you** can't drive it after a **breakdown**, accident, or an act of

vandalism within the territorial limit and within the **period of insurance**.

We will try to repair the **insured vehicle** at the roadside. The repair work will be free of charge, for up to one hour, but **you** must pay the cost of any parts, fuel or other supplies used to repair the **insured vehicle**.

If **we** have to make a forced entry to the **insured vehicle** because **you** are locked out or have lost **your** keys, **you** must sign a declaration, saying that **you** will be responsible for the damage.

If **we** cannot repair the **insured vehicle** at the roadside and it cannot be repaired the same day at a local garage after being recovered by **us**, **we** will arrange and pay for one of the following;

Onward Travel

We will arrange and pay for the **insured vehicle**, **you** and up to six passengers to continue with **your** journey to **your** destination or to return home, or

Hotel Accommodation

If **you** are more than 50 miles from **your** home address, **we** will pay for the cost of bed and breakfast for **you** and up to six passengers. The most **we** will pay is €75 a person. **You** must pay for any extra hotel **costs**, or

Car Hire

We will arrange and pay for a hire car, up to 1600cc, for up to 24 hours. **You** must have a valid driving licence with **you**, and pay a deposit to the hire-car company by credit card, to cover the cost of the fuel **you** use, insurance and any extra days' hire. **We** will provide car hire as long as **you** are between 25 and 65 years old. **We** will try to arrange something for **you** if **you** are under 25 or over 65, but **we** cannot guarantee that **we** will be able to help. **You** might not be able to get a hire car if **you** have endorsements on **your** driving licence.

We will choose the most appropriate solution from the options above.

Storage

If the **insured vehicle** has to be stored after **we** have recovered it, **we** will pay for the cost of storing the **insured vehicle**. The most **we** will pay is €75.

Medical Assistance

If **you** have to go into hospital after an accident, within the territorial limit and within the **period of insurance** and are more than 20 miles from **your** home, **we** will pay for one night's bed and breakfast in a hotel **we** choose, for up to six passengers.

The most **we** will pay is €150 a person. **You** must pay for any extra hotel **costs**.

We will also arrange for an ambulance to take **you** to a hospital near **your** home if medically necessary, the maximum that **we** will pay is a total of €450. A doctor must give permission before **we** do this.

Replacement Driver

If following an accident or a **breakdown** involving the **insured vehicle you** can't drive it because **you** are ill or injured within the territorial limit and within the **period of insurance**, **we** can arrange and pay for a replacement driver to take **you**, the **insured vehicle** and **your** passengers to **your** home address within the Republic of Ireland.

Message Service

We can get a message to a person **you** have chosen, if **your** journey has been delayed as a result of a **breakdown**, or an act of vandalism involving the **insured vehicle** within the territorial limit and within the **period of insurance**.

Broken glass

We can arrange for an approved supplier to come out to **you** to replace any broken glass, but **you** will have to pay for the work they do.

Accidents

We will come out to the **insured vehicle** if **you** can't drive it after an accident. **We** will pay the recovery charges on **your** behalf but will be entitled to ask **you** for all reasonable help to take action in **your** name to get **our** costs refunded from another organisation.

Claims

We shall not be responsible for more than six claims against the service during any 12 month period. Once the maximum number of claims has been reached, a referral service will be offered. All costs will be charged to **you**.

You shall carry a serviceable spare tyre and wheel for **your vehicle**, trailer and caravan.

Section 5
UK & European assistance

We will provide the cover of this section as long as **you** are not travelling outside the Republic of Ireland for more than 91 days at a time.

The most **we** will pay for all claims arising out of one event under this section is €3,750 subject to the terms and conditions of this policy.

What is covered under Section 5

Roadside Assistance and Recovery

We will come out to the **insured vehicle** if **you** can't drive it after a **breakdown**, an accident or an act of vandalism within the **territorial limit** and within the **period of insurance**.

We will arrange and pay for it to be taken to the nearest repairer for it to be repaired at **your** cost.

If **you** have a problem on a motorway outside the Republic of Ireland or the UK, **you** will have to use a roadside telephone. **You** will be connected to the authorised motorway service, not **our** control centre.

Vehicle Repatriation

If the **insured vehicle** can't be repaired in Europe, or by the time **you** have to get home, **we** will arrange and pay for it to be taken to the nearest garage to **your** home address in the Republic of Ireland.

You must give **us** a signed list of any items which are left in, or on, the **insured vehicle**. **We** will not be responsible for the loss of, or damage to, any items which are not on this list.

We will only repatriate **your vehicle** to the Republic of Ireland if **we** believe the cost of doing so would be less than the market value of the **vehicle** in the Republic of Ireland following the loss or damage.

Onward Travel

If the **insured vehicle** can't be repaired the same day of being recovered by **us**, **we** will arrange and pay for one of the following:

Hotel Accommodation

Up to three nights bed and breakfast accommodation for **you** and up to six passengers. The most **we** will pay is €150 a night for each person, provided **your** original accommodation has been pre-paid and **you** can't get **your** money back. **You** must pay for any extra hotel **costs**; or

Car Hire

A hire car, up to 1600cc, for up to 14 days', so **you** can carry on with **your** journey, as long as the **insured vehicle** has been recovered by **us**. **You** must have a valid driving licence, and pay a deposit to the car-hire company by credit card, to pay for the fuel **you** use and any extra days' hire. **We** cannot guarantee that a **vehicle** with accessories like roof racks and tow bars will be available.

You might not be able to get a hire car if **you** have endorsements on **your** driving licence. **We** will provide this cover as long as **you** are between 25 and 65 years old. **We** will try to arrange something for **you** if **you** are under 25 or over 65, but **we** cannot guarantee that **we** will be able to help; or

Rail

A standard-class rail ticket for **you** and up to six passengers, so **you** can carry on with **your** journey, or to get **you** home.

We will choose the most appropriate solution from the options above.

Storage

If the **insured vehicle** has to be stored whilst **you** are waiting for it to be recovered or taken back to the Republic of Ireland by **us**, **we** will pay for the cost of storing the **insured vehicle**. The most **we** will pay is €150.

Replacement Driver

If following an accident or a **breakdown** involving the **insured vehicle** and **you** can't drive it because **you** are ill or injured within the territorial limit and within the **period of insurance**, **we** can arrange and pay for a replacement driver to take **you**, the **insured vehicle** and **your** passengers to **your** home address in the Republic of Ireland.

Message service

We can get a message to a person **you** have chosen, if **your** journey has been delayed as a result of a **breakdown**, or an act of vandalism within the territorial limit and within the **period of insurance**.

Parts Delivery

If the parts needed to repair the **insured vehicle** are not available locally, **we** will arrange and pay for these parts to be delivered.

Accidents

We will come out to the **insured vehicle** if **you** can't drive it after an accident. **We** will pay the recovery charges on **your** behalf but will be entitled to ask **you** for all reasonable help to take action in **your** name to get **our costs** refunded from another organisation.

Claims

We shall not be responsible for more than six claims against the service during any 12 month period. Once the maximum number of claims has been reached, a referral service will be offered. All costs will be charged to **you**.

You shall carry a serviceable spare tyre and wheel for **your vehicle**, trailer and caravan.

What is not covered under Sections 4 and 5

We will not provide cover for the following:

- any costs **we** have not agreed to.
- any costs **you** would normally have to pay, such as petrol and toll charges.
- an **insured vehicle** which is not kept in a good mechanical and roadworthy condition, or serviced according to the manufacturer's recommendations.
- an **insured vehicle** without a current Department of Environment (N.C.T.) certificate (if one is needed) and valid motor tax disc on display.
- the **insured vehicle** being used for any criminal act.
- anything to do with alcohol, drugs or solvent abuse.
- an **insured vehicle** if **you** call **us** out for a problem **you** have called **us** about before, but have not, in **our** opinion, tried to get the problem fixed since the last time **you** called **us** out.

- an **insured vehicle we** cannot recover because of bad weather conditions, like floods, snow or high winds, or because **your vehicle** is stuck in sand or mud. If specialist equipment is needed to recover **your vehicle**, **you** will have to pay the extra cost.
- any release fees **you** have to pay if **your vehicle** is stolen and recovered by the Garda.
- any loss or damage which is the result of the **breakdown**, accident or act of vandalism.
- mobile phone and telephone call costs - mobile phones are convenient but expensive. Even if **you** ask someone to call **you** back on **your** mobile, **you** may still have to pay for the call. These **costs** are not covered under **your** policy in any circumstances.
- the cost or the quality of repairs when **your vehicle** is repaired in any garage to which the **vehicle** is taken.
- the cost for the recovery or repair **vehicle** coming out to **you** if, after requesting assistance to which **you** are entitled, **your vehicle** is moved, recovered or repaired by any other means.
- any claim directly or indirectly caused by or resulting from any equipment (whoever owns it) failing to recognise, interpret, or deal with any date change.
- the **insured vehicle** being used for road-racing, rallying, pace-making, speed testing or any other competitive event
- claims directly or indirectly caused by, contributed to or arising from:
  - ionising radiation or radioactive contamination from nuclear fuel or from any nuclear waste arising from burning nuclear fuel; or
  - the radioactive, toxic, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.
- claims arising from war, invasion, riot, revolution or a similar event.
- any claim or any benefit if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom.

What to do if You Have an Accident or a Breakdown

- in the Republic of Ireland, call **us** on 090 645 1972.
- in the United Kingdom, call **us** on 0800 093 5318.
- outside the Republic of Ireland and the United Kingdom, call **us** on 0044 1737 826 112.
  our operator will ask **you** for the following;
  - where **you** are.
  - **your insured vehicle** registration number.
  - the make and colour of **your vehicle**.
  - a telephone number **we** can contact **you** on.
  - details of what has happened.
- do not make **your** own arrangements.
- **you** and **your** passengers must be with the **insured vehicle** when the repair or recovery **vehicle** arrives, unless **you** have made other arrangements with **us**.
- if **you** have a problem on a motorway outside the Republic of Ireland or the UK, **you** will have to use a roadside telephone. **You** will be connected to the authorised motorway service, not **our** control centre. Once **you** reach a place of safety, **you** must call **our** control centre on 0044 1737 826 112. **You** may have to pay for the cost of labour and towing the **insured vehicle** on the spot, but **you** can claim these costs back from **us** when **you** get home by calling **us** on 090 645 1972.

Breakdown Recovery Condition Authorisation

Should **you** be unwilling to accept **our** decision or that of **our** agents, on the most suitable form of assistance to be provided. **We** will pay no more than €150 for any one **breakdown** towards **your** preferred form of assistance.

Data Protection

Details of **you**, **your** insurance cover under this policy and claims will be held by **us** (acting as data controllers) for underwriting, policy administration, claims handling, complaints handling, sanctions checking and fraud prevention, subject to the provisions of applicable data protection law and in accordance with the assurances contained in **our** website privacy notice (see below).

We collect and process these details as necessary for performance of **our** contract of insurance with **you** or complying with **our** legal obligations, or otherwise in **our** legitimate interests in managing **our** business and providing **our** products and services.

These activities may include:

a. use of sensitive information about the health or vulnerability of **you** or others involved in **your** insurance claim, in order to evaluate **your** claim and provide other services as described in this policy,

b. disclosure of information about **you** and **your** insurance cover to companies within the AXA group of companies, to **our** service providers and agents in order to administer and service **your** insurance cover, to provide **you** with a **breakdown** assistance claims service, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;

c. monitoring and/or recording of **your** telephone calls in relation to cover for the purposes of recordkeeping, training and quality control;

d. obtaining and storing any relevant and appropriate evidence of the condition of the property subject of the **breakdown** claim, which **you** have provided for the purpose of validating **your** claim; and

e. sending **you** feedback requests or surveys relating to **our** services, and other customer care communications.

We will separately seek **your** consent before using or disclosing **your** personal data to another party for the purpose of contacting **you** about other products or services (direct marketing). Marketing activities may include matching **your** data with information from public sources, in order to send **you** relevant communications. **You** may withdraw **your** consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

We carry out these activities within the UK and both within & outside of the European Economic Area (the European Union plus Norway, Liechtenstein and Iceland) and Switzerland, across which the data protection laws provide a similar level of protection.

By purchasing this policy and using **our** services, youacknowledge that **we** may use **your** personal data, and consent to **our** use of sensitive information, as described above. If **you** provide **us** with details of other individuals, **you** agree to inform them of **our** use of their data as described here and in **our** website privacy notice (see below).

You are entitled on request to a copy of the information **we** hold about **you**, and **you** have other rights in relation to how **we** use **your** data (as set out in **our** website privacy notice – see below). Please let **us** know if **you** think any information **we** hold about **you** is inaccurate, so that **we** can correct it.

If **you** want to know what information is held about **you** by Inter Partner Assistance SA or AXA Assistance, or have other requests or concerns relating to **our** use of **your** data, please write to **us** at:

Data Protection Officer
The Quadrangle
106-118 Station Road
Redhill
RH1 1PR
UK

Email: dataprotectionenquiries@axa-assistance.co.uk

Our full data privacy notice is available at: www.axaassistance. co.uk. Alternatively, a hard copy is available from **us** on request.

Complaints Procedure

Whilst **we** will make every effort to maintain the highest standards, **we** recognise that there may be some occasions when **we** fail to satisfy the particular requirements of **our** customers. **We** therefore have procedures in place to investigate and remedy any area of concern.

If Your Complaint is in Relation to Carole Nash:

If **you** wish to complain about the services provided by Carole Nash, such as the way **your policy** was sold to **you**, please contact Carole Nash:

By phone: 1800 298 551

In writing:

Complaints Team
Carole Nash Insurance Consultants (Ireland) DAC
Ulysses House
22/24 Foley St
Mountjoy
Dublin 1
DO1 W2T2

or by email at Dublincompliance@carolenash.ie

We will acknowledge **your** complaint within 5 business days. If **we** can't resolve **your** complaint within 20 working days in writing, unless the complaint has been resolved to **your** satisfaction. **We** will investigate **your** complaint and a full response will be issued to **you** in writing upon completion of the investigation. **We** will update **you** on the progress of **your** complaint at intervals not greater than 20 business days. If **we** are unable to resolve **your** complaint within 40 business days, **we** will inform **you** of the expected time frame which is likely that the complaint investigation will be completed.

If **your** complaint is about **your** Insurer **you** need to contact them directly. **We** are always available to help pass on **your** details to **your** Insurer and also to provide **you** with any support, should **you** need our help.

If Your Complaint is in Relation to Carole Nash Breakdown Assistance:

Please write to:

Customer Relations
Inter Partner Assistance SA
The Quadrangle
106-108 Station Road
Redhill, Surrey
RH1 1PR
UK

E-mail: quality.assurance@axa-assistance.co.uk
Phone: 0044 1737 815 215

If your complaint is in relation to Legal Expenses policy please write to:

ARAG Legal Protection Limited
Europa House
Harcourt Street
Dublin 2
DO2 WR20

Phone: 01 670 7470

If your complaint is in relation to Data Protection:

If **you** are dissatisfied with how **we** handle **your** personal data, please contact our Data Protection Officer at: Carole Nash Insurance Consultants (Ireland) DAC
Ulysses House
22/24 Foley Street
Dublin 1
DO1 W2T2

or by email to DPOIreland@carolenash.ie
Alternatively **you** can lodge a complaint with:
The Office of the Data Protection Commissioner
21 Fitzwilliam Square South
Dublin 2
DO2 RD28.

Further details of **your** rights can be obtained by visiting the DPC website: www.dataprotection.ie

Financial Services and Pensions Ombudsman

If **you** are still unhappy with our response to **your** complaint, **you** may use the services of the Financial Services and Pensions Ombudsman at:

Financial Services and Pensions Ombudsman,
Lincoln House,
Lincoln Place,
Dublin 2,
D02 VH29.

Tel: (01) 567 7000
Email: info@fspo.ie
Website: www.fspo.ie

You can also contact Insurance Ireland's Information Service. This service can assist **you** in resolving **your** complaint

Insurance Ireland Information Service
5 Harbourmaster Place
IFSC
Dublin 1
DO1 E7E8

By phone: 16761914, Fax: +353 1 761943,
Email: iis@iif.ie
Website: www.iif.ie

Compensation Scheme

Carole Nash Insurance Consultants (Ireland) DAC is covered by the Insurance Compensation Fund.

You may be entitled to compensation from the fund if Carole Nash Insurance Consultants (Ireland) DAC cannot meet its obligations. The Insurance Compensation Fund may provide funds for liquidators so that they may pay the valid claims of insolvent Insurers. **You** can get more information about compensation fund arrangements from the Central Bank of Ireland.

Irish & European Breakdown Recovery Card

In the event of a breakdown or accident, please call one of the following:

In Ireland call	090 645 1972
In the UK call	0800 093 5318
In the rest of Europe call	0044 1737 826 112

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The care it deserves

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Carole Nash Insurance Consultants (Ireland) DAC
Ulysses House, 22/24 Foley Street, DO1 W2T2
Tel: 1800 298 551
Email: emerald@carolenash.ie - Website: www.carolenash.ie

This policy and other associated documentation are also available in large print, audio and Braille. If you require these formats please contact Carole Nash Insurance Consultants (Ireland) DAC

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