

ARRANGED BY



Ivernia Total

Motor Insurance

Policy Document

UNDERWRITTEN BY



LA PARISIENNE
ASSURANCES



Windscreen Line

1890 845 850

+353 (0)1 827 1264 (If calling from outside the Republic of Ireland)

Call this 24hr number to arrange for your windscreen to be repaired or replaced.



Claims Line (Including Personal Accident)

1890 845 860

+353 (0)1 827 1262 (If calling from outside the Republic of Ireland)

Call this 24hr number if you need to report a claim on your policy.



Breakdown Assistance

1890 845 870

+353 (0)91 560 602 (If calling from outside the Republic of Ireland)

Call this 24hr number if you need roadside assistance, home-start, car recovery or journey completion.



Legal Expenses

1890 845 860

Call this number if you need to enquire about legal expenses.

Updating your policy

Please contact your broker if you need to make a change to your policy.

This policy is underwritten by:

Insurance Cover	Underwriter
Loss and Damage to the Insured Car	La Parisienne Assurances
Liability to Other People	La Parisienne Assurances
Breakdown Assistance	MAPFRE Assistance Agency Ireland
Legal Expenses	AmTrust Europe Ltd.
Personal Accident	AmTrust Europe Ltd.

La Parisienne Assurances

120 - 122 Rue Reaumur,
75083 Paris,
Cedex 02, France

La Parisienne Assurances is regulated by the Autorite de Controle Prudentiel et de Resolution (ACPR), France and is regulated by the Central Bank of Ireland for Conduct of Business Rules.

MAPFRE Assistance Agency Ireland

22-26 Prospect Hill, Galway,
Ireland

MAPFRE ASSISTANCE Agency Ireland is regulated by the Direccion General de Seguro y Fondos de Pensiones del Ministerio de Economia y Hacienda, Spain and is regulated by the Central Bank of Ireland for Conduct of Business Rules. (Reference C781)

AmTrust Europe Limited

Market Square House,
St. James's Street, Nottingham, NG1 6FG

AmTrust Europe Limited is registered in England and Wales. Company No. 1229676. Authorised by the Prudential Regulation Authority and regulated by the UK Financial Conduct Authority and the Prudential Regulation Authority. Reference number 202189.

Quick Reference Guide

I need to make a claim	Page 11
I have been involved in an accident	Page 14
I have a crack in my windscreen	Page 18
Can I drive someone else's car?	Page 19
What is my No-Claims Discount?	Page 21
I have lost my keys	Page 23
My personal belongings have been stolen	Page 23
My car has broken down	Page 24

Table of Contents

Introduction	6
Definitions	7
General Conditions	10
Loss and Damage to the Insured Car	14
Broken Glass	18
Liability to Others	19
Foreign Use	20
No Claims Discount	21
Protected No Claims Discount	22
Extra Benefits	23
Breakdown Cover	24
Personal Accident	28
Legal Expenses	34
Data Protection Notice - Personal Information	40
Customer Care	43
Endorsements	46
Important Information	48



Welcome to Ivernia Insurance

Thank you for purchasing your Ivernia Total insurance policy. We would like to take this opportunity to welcome you as a customer of Ivernia.

Ivernia is Ireland's newest underwriting agency and committed to delivering excellence in the Irish insurance industry.

This booklet contains everything you need to know about your car insurance policy and how to contact us.

Please take time to read your policy and if you have any questions please do not hesitate to contact your broker.

Ivernia Insurance Ltd. is regulated by the Central Bank of Ireland.
Ivernia Insurance Ltd. is registered in Ireland, registration number 298455.

Understanding the Jargon

At the start of every section in the policy, you can review the meanings of the different terms and phrases that are used.

Definitions

Accessories

Standard manufacturer parts or products specifically designed to be fitted to your car.

Approved Repairer

A motor car repairer that we have approved and authorised to carry out any necessary works to repair any damage made to the Insured Car following a valid claim made under the policy.

Approved Windscreen Repairer

A company that we have approved and authorised to carry out any necessary repairs or replacement of windscreen glass or window glass in the Insured Car following a valid claim made under the policy.

Certificate of Motor Insurance

The document that proves you have the insurance you need by law. The certificate shows who is insured to drive the car, the purposes of use and the cars you are allowed to drive.

Courtesy Car

A car that is supplied by our approved repairer while your Insured Car is being repaired by our approved repairer or replaced following a valid claim made under the policy.

Excess

The amount, as shown in the schedule, that you must pay towards each claim.

In-Car Entertainment, Communication and Navigation Equipment

Any permanently fitted non car manufacturer audio or visual equipment. Portable devices such as GPS navigation systems, mobile phones, games consoles and DVD players are not included.

Insured Car

The Insured Car described in the current schedule and Certificate of Motor Insurance and any Insured Car:

- you have given us details of;

- we have provided a Certificate of Motor Insurance for; and for which the insurance is still in place; or
- any Insured Car we have agreed to temporarily transfer cover to.

Market Value

The reasonable cost of replacing the car with one of the same make, model and similar age, mileage and condition at the time of the accident or loss.

Partner

Your husband or wife or civil partner or partner you are permanently living with.

Period of Insurance

The period shown in the schedule and the Certificate of Motor Insurance and any further period for which we agree to insure you.

Policy

Means this, your private car insurance policy.

Statement of Fact

The document completed by you, or on your behalf by either an Insurance Broker or somebody else, and all the information you gave and the declarations made at the time the insurance was arranged and on which we have relied when agreeing to offer this policy.

Territorial Limits

Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands, or while the Insured Car is being transported by sea, air or rail (including loading or unloading) between these places. We will automatically extend the territory to provide your full policy cover (as shown in the schedule) for;

- any country which is a member of the European Union; and
- any other country which has made arrangements to meet the minimum insurance requirements of the Commission of the European Union;
- up to 90 days in any one period of insurance.

The following cover does not apply while you are using your car outside of Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands.

- Driving other cars (*Liability to Other People*)
- Breakdown Assistance

In relation to the arrangement and administration of the policy we, us, or our means Ivernia Insurance Ltd.

The Insured

Any driver (including the Insured) who is driving the Insured Car specified on the Certificate of Motor Insurance and who is driving with the Insured's knowledge and consent and are also a resident of the Republic of Ireland.

The Passengers

All non-fare paying passengers (excluding hitch-hikers) being transported in the Insured Car at the time assistance is required.

We, Us, Our

In relation to the arrangement and administration of the policy 'we', 'us', or 'our' means Ivernia Insurance Ltd.

In relation to the cover provided under *Loss and Damage to the Insured Car, Liability to Other People, General Conditions* and *General Exceptions* 'we', 'us' or 'our' means La Parisienne Assurances.

In relation to the cover under *Breakdown Assistance, General Conditions* and *General Exceptions* 'we', 'us' or 'our' means Mapfre Assistance Agency Ireland.

In relation to the cover under Personal Accident and Legal Expenses, General Conditions and General Exceptions 'we', 'us' or 'our' means AmTrust Europe Ltd on whose behalf Arc Legal Assistance act.

Wear and Tear

Unavoidable damage caused by general use over time.

General Conditions

You must keep to the following conditions to have the full protection of your policy. If you do not keep these conditions, your policy may be cancelled and potential claim payments to you may be reduced.

i Conditions 2, 4 and 6 are conditions precedent to liability under this policy. This means if they are not fully adhere to, claims may not be paid.

1. Cancelling the Policy

You have the right to cancel this policy within 14 days of inception or renewal date without penalty and without giving any reason. This period is known as the 'Cooling-Off Period'. To do this, you must advise us (or your Insurance Broker) and immediately return the Certificate of Motor Insurance and insurance disc to us.

If you choose to cancel this policy during the Cooling-Off period, you will have to pay a proportional amount of premium for the period of time you had insurance cover, provided no claim has occurred since the inception or renewal date.

In the event of an accident or claim being reported within the Cooling-Off period, we reserve the right to retain the premium in full or request the premium in full.

To cancel your policy, return your Certificate of Motor Insurance and insurance disc to us with a written request to cancel.

We will refund your premium for any period of insurance remaining, less a cancellation fee of €20. No return of premium is allowed for Breakdown Assistance, Legal Expenses, Personal Accident or administration charges.

We do not refund any amount which is less than €15.

All premium refunds will only be issued as long as no claim or loss has arisen during the current period of insurance.

We may choose to cancel the policy by giving you 10 days notice in writing. This will be sent to your last known address.

We will refund your premium for any period of insurance remaining.

You must return your Certificate of Motor Insurance and insurance disc immediately to avoid any action we may take to recover them.

2. Policy Changes

You must tell us immediately if:

- you change your car;
- you sell or dispose of the car;

- you plan to modify or alter the car in any way from the manufacturer's specification;
- you intend to use the car for any use not included in your Certificate of Motor Insurance;
- you change your address;
- you or anyone covered by this policy are charged or convicted of a motoring offence or any criminal or dishonest act;
- you or anyone covered by this policy receive penalty points;
- you become aware of any medical or physical condition of any driver that may affect their ability to drive;
- you or any driver change occupation;
- your driving license or driving entitlements change; or
- there are changes regarding any other material fact or to any information provided to us at initial purchase of the policy or at last renewal.

i This is not an exhaustive list and you should tell us about any change in your circumstances even if you are not sure whether it may affect your policy.

If you make a change to your policy, we may then reassess your premium and your cover. If you do not tell us about any relevant changes, we may:

- reject or reduce any claim made; or
- cancel the policy and treat it as though it never existed.

If a change to your policy results in a change to your premium, we will not charge or refund any amounts less than €15.

We will only refund any premium if:

- no claim or loss has arisen during the current period of insurance; and
- we have received all the documents we need to carry out the alteration.

3. Claims Procedure

If there is an accident or loss, you must contact us within 48 hours and do whatever you can to protect the car and its accessories. You or your legal representative must give us full details by phoning the claims helpline on 1890 845 860 as soon as possible, after an event which may lead to a claim under this policy.

We may also need other details in writing. If you receive any letters or documents in connection to the event, they must be sent to us before replying to them.

If you know of any future prosecutions, coroner's inquests or fatal accident inquiries you must tell us immediately in writing.

You or anyone insured by this policy must not admit anything or make any offer or promise about a claim without written permission.

If your car is stolen, you must tell us as soon as possible by phoning the claims line on 1890 845 860. You must also inform the Gardai.

4. Looking After Your Car

You or any Insured Person must:

- take all reasonable steps to prevent accidents, injuries, loss or damage;
- protect the Insured Car against loss or damage, keep the car in a roadworthy condition and have a valid NCT Certificate;
- have alarms, immobilisers and any fitted tracking devices working when the Insured Car is left unattended;
- give us access, at any reasonable time, to examine the Insured Car; and if asked, send us evidence of a valid NCT Certificate; and
- not leave the Insured Car unlocked while unattended or leave the keys to the ignition in the Insured Car while unattended.

5. Other Insurance

If you make a claim under this policy and there is any other insurance covering the same loss, accident, injury, loss, damage or liability, we will only pay our share of any loss, damage, compensation, costs or expenses.

If a claim arises under this policy and the loss arising is more particularly insured under another policy of insurance, the claim will not be covered under this policy.

6. Misrepresentation and Deception

Definitions:

- Deception – where false information is used to make an unfair or unlawful gain;
- Misrepresentation - giving a false or misleading account of the nature of something.

You will lose all rights under this policy if:

- any claim made by you or any Insured Person or any person representing you is in any way fraudulent, false or exaggerated;
- the Insured Person or anyone acting on their behalf has used any fraudulent methods to achieve a benefit under this policy;

- You have given us misleading or stolen documents.

If you provide us with misleading or incorrect information when applying for, amending or renewing this policy we may:

- amend your policy to record the correct information, apply any relevant terms and conditions and collect any additional premium due;
- reject a claim; or
- cancel or void your policy from its inception and apply a cancellation charge.

We may cancel your policy from the date of the fraudulent act and not refund any premium paid.

If you are found to have acted fraudulently we may recover any costs from you that we have incurred relating to the claim.

We may pass details to fraud prevention and law enforcement agencies that may access and use this information.

Other insurers may also access this information. We may also prosecute you or any Insured Person.

7. Alcohol and Drugs Exclusion

The cover provided in this policy will not apply if an accident happens while;

- you or any Insured Person driving is convicted of an offence involving alcohol or drugs;
- you or any Insured Person is driving while unfit to do so due to alcohol or drugs;
- you or any Insured Person is driving after drinking alcohol and the amount of alcohol in the breath, blood or urine is above the legal limit for driving.

8. Car Sharing

Accepting payments from passengers as part of a car sharing arrangement will not affect your insurance cover provided;

- your passengers are being given a lift for social or similar purposes;
- your car is not adapted to carry more than eight passengers;
- this is not part of a business of carrying passengers; and
- any money received does not produce a profit.

9. Limits on Use

The insurance only covers you if you use the Insured Car in the way described in your Certificate of Motor Insurance.

Loss and Damage to the Insured Car

You must let us know within 48 hours about any accident or incident involving loss or damage to the Insured Car.

You must not pay or agree to pay any expenses to repair any damage without getting our consent and authorisation beforehand.

What is covered

We will pay for:

- theft, accidental loss of or damage to the Insured Car;
- standard accessories and spare parts provided by the manufacturer.

We will choose whether to repair or replace the car, any of its accessories or spare parts, or pay to cover the amount of the loss or damage.

If the Insured Car is under a hire-purchase or leasing agreement, we may:

- repair or replace the car, or;
- pay the legal owner for any loss or damage.

We will then have no further liability to you for the loss or damage.

Incorrect Fuel

If you accidentally fill your car with the wrong fuel we will pay to drain and flush your fuel tank. Any damage caused directly to your car engine by the wrong fuel will also be covered.

If you have already made arrangements to repair the damage we will consider payment once you provide us with the receipts. The most we will pay is €500.

In Car Entertainment, Radio, Audio and Navigation Equipment

We will provide cover for loss of or damage to non-manufacturer in-car entertainment, radio-receiving or transmitting equipment, audio equipment and electronic navigation permanently fixed to the Insured Car. The most we will pay is €1,000.

Uninsured Driver Promise

If you are in an accident with an uninsured driver and it is not your fault you will not lose your no-claims bonus or pay any excess.

We will need you to provide us with;

- the name and address of the driver of the uninsured car;

- the registration number, make, model and colour of the uninsured car involved.

You must report the accident to the Garda Síochána (or the local police if travelling outside the Republic of Ireland) and provide evidence of such reporting.

Courtesy Car

If your car cannot be repaired, we may provide you with a courtesy car if one is available.

The courtesy car will be provided for up to seven days while your car is being repaired by one of our approved repairers.

If the courtesy car is lost or damaged, we will decide how and where the courtesy car is repaired or replaced.

If you do not have your car repaired by one of our approved repairers, we will not pay for a courtesy car.

In the event that you go to our approved repairer we will not pay for:

- using a courtesy car outside of the Republic of Ireland;
- the cost of fuel;
- any costs where the courtesy car is not returned on time after repairs have been carried out to your car.

Recovery After An Accident

If as a result of any loss or damage, the car cannot be driven, we will pay the cost of protecting the car after an accident and moving it to the nearest repairer. We will also pay for the cost of delivering it to you after the repair. However, we will not pay more than the reasonable cost of transporting it 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 if the car is:

- Stolen and not recovered within 28 days;
- Less than 12 months old from the date of first registration;
- Damaged where repairs will cost more than 60% of the manufacturer's retail list price (including taxes and the cost of accessories) at the time of the loss or damage.

We will only do this if a replacement car is available in the Republic of Ireland and if you agree. You must be the registered owner of the car.

Total Loss Claim

If the damage to your car cannot be repaired or the car has been stolen and not found, we will pay the market value of the car immediately before the loss or damage happened.

The market value of the car will be based on our engineer's assessment with reference to industry guides. The most we will pay will be the value of the Insured Car as shown in the schedule.

General Exceptions

We will not cover:

- loss of value, wear and tear, mechanical, electrical, electronic, computer or computer software failure and breakdown;
- damage to tyres caused by using the brakes or by road punctures, cuts or bursts;
- loss of use or other indirect loss such as loss of earnings or travel costs;
- damage to the Insured Car or its accessories and spare parts caused by the contents or goods carried in or on it;
- loss of or damage to personal belongings;
- loss or damage as a result of misrepresentation or deception;
- loss or damage to the car arising from theft or attempted theft if the Insured Car is left un-locked or if the ignition key is left in or near your Insured Car while it is unattended;
- loss or damage to the Insured Car if it is taken or driven without your permission by a member of your family or anyone who lives with you, unless they are prosecuted for taking the Insured Car without your permission and you must assist fully with the prosecuting authorities;
- any part of a repair or replacement which improves your Insured Car beyond its condition before the loss or damage took place;
- loss or damage by any driver who has been disqualified from driving or has failed to give details of penalty points or motoring convictions (if any);
- loss or damage due to any government, public or local authority legally taking, keeping or destroying your Insured Car; or
- the first amount, as shown in the schedule, of each claim (the excess);
- anyone who is insured under another policy;
- liability for loss or damage to property which belongs to, or is with, any person who is insured under this policy and who is driving your car;

- anyone employed in the motor trade driving your car because it is being overhauled, repaired or serviced;
- death or bodily injury to anyone driving or in charge of your car.

Broken Glass

We will pay the cost of repairing or replacing damaged or broken glass in the windscreen or windows of the car.

Windscreen claims under this section will not affect your no-claims bonus.

Limit of Cover

If you use our approved repairer, we will cover up to 2 claims in any one period of insurance. If you use your own repairer, cover will be limited to €150 for replacement or €50 for a repair.

Windscreen Exceptions

We will not pay for:

- any amount over €150 for replacement or €50 for repair if the work is not carried out by our approved windscreen specialists;
- any more than two claims under this section during a single period of insurance;
- damaged or broken glass in sunroofs, glass roofs or panoramic sunroofs;
- damaged or broken glass to Insured Cars that are temporarily covered except for any car loaned to the Insured by a garage or approved repairer whilst the Insured Car is being serviced or repaired unless cover is provided by the insurance policy of the garage or vehicle repairer; or
- damage caused by wear and tear or negligence.

Liability to Others

We will pay the full amount that is legally required if you cause death or bodily injury to any person, or damage to a property by negligently using your car (including trailer or caravan being towed).

Third Party Property Damage Limit

We will not pay more than €30,000,000 for damage to property as a result of any one claim or number of claims arising out of one cause, accident or incident.

Driving Other Cars

We will pay the full amount that is legally required for being held liable to any person while you are driving any other private motor car which you do not own, or is not owned by your spouse or partner, or have not hired under a hire-purchase or lease agreement, as long as:

- the car is not owned by your employer or hired to them under a hire-purchase or lease agreement;
- the use of the Insured Car is covered in your Certificate of Motor Insurance;
- cover is not provided to you by any other insurance;
- you have the owner's consent to drive the Insured Car;
- the Insured Car is in a roadworthy condition and has a valid NCT if required by law; and
- you still have your Insured Car and it has not been stolen or damaged beyond cost-effective repair.

i This extension applies while the Insured Car is being driven within the territorial limits and only to private passenger cars. It does not include vans, car-vans, jeeps with no seats in the back or adapted vans.

Trailers

We will extend the cover provided by this section to meet the requirements of the Road Traffic Act if you use any single axle trailer which you own, have hired or borrowed in connection with the car insured under this policy. The terms, conditions and exceptions of the policy still apply.

Legal Costs

We will pay for the following legal costs if they relate to an accident which is covered under this section:

- Fees for solicitors we appoint to represent you at a coroner's inquest or fatal accident enquiry;
- Reasonable fees for solicitors that are appointed by us to defend you against a charge of manslaughter or causing death by dangerous or careless driving.

Medical Expenses

We will pay you for medical expenses up to €250 for each person who accidentally receives bodily injuries in direct connection with the car.

We will pay for the cost of emergency treatment for injuries caused by using the car. If we make a payment under this section it will not affect your no-claims bonus.

Foreign Use

Your policy will provide you with cover for up to 90 days in any one period of insurance when travelling in Europe.

You are not covered for:

- Driving other cars (*Loss and Damage to Insured Car and Liability to Other People*).

Geographical Limits

The cover provided from this insurance policy is automatically extended to:

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

No Claims Discount

For the purpose of the no-claims bonus, 'period of insurance' means one year from the beginning of the policy to the first renewal date, and then each year between renewal dates.

If no claim arises during the period of insurance, at the renewal date we will reduce the renewal premium in line with our no-claims bonus scale applicable at the renewal date.

If a claim arises during any period of insurance, we will reduce your no-claims bonus as follows.

No-Claims Bonus	Reduced to
1 year	0 years
2 years	0 years
3 years	0 years
4 years	1 year
5+ years	2 years

i If two or more claims arise in any period of insurance, we will reduce your no-claims bonus to nil at your next renewal unless you have purchased the protected no-claims bonus option.

We will not reduce your no-claims bonus as a result of:

- claims for windscreen repair, mis-fueling, replacement of keys, Fire Brigade charges and medical expenses made under Loss and Damage to the Insured Car;
- claims made under Breakdown Assistance;
- claims made under Legal Expenses;
- claims made under Personal Accident; or
- payments (including costs and expenses) which we later get back in full.

You cannot transfer your no-claims bonus to anyone else and it may only be used on one Insured Car at a time.

Protected No-Claims Discount

i This is an optional extra. If you have bought it, your no claims discount is safe if you make one claim.

You can pay an extra premium for a protected no-claims bonus extension once you have earned a no-claims bonus of five years or more.

You will keep that no-claims bonus as long as no more than two claims occur within a three year period applicable at the time of your renewal.

This agreement to protect your no-claims bonus does not mean that we do not take account of any claims made during the year. Premiums may be increased due to adverse claims or driving history of you or any named driver. This cover only applies if it is shown in your policy schedule.

Extra Benefits

i Claims under this section will not affect your no claims discount.

Your schedule will show if you have this cover.

Replacement Keys, Locks and Security Devices

We will pay up to €1000 towards replacing locks and alarms for your car if the keys are stolen. If we make a payment under this section it will not affect your no-claims bonus.

Fire Brigade Charges

We will pay for local-authority charges (in line with the Fire Services Act 1981) to put out a fire in your car if the fire gives rise to a valid claim under the policy, or for removing the driver or passengers from your car using cutting equipment.

The most we will pay is €2,500. If we make a payment under this section it will not affect your no-claims bonus.

Personal Belongings

We will pay you up to €500 for personal belongings carried in your car if they are lost or damaged by fire, theft or attempted theft.

You are not covered for portable communication devices, mobile phones, portable in car entertainment or portable navigation devices unless locked in a glove compartment or out of sight in a locked covered boot.

If we make a payment under this section it will not affect your no-claims bonus provided the car is locked and has any fitted alarm and/or immobiliser working at the time of the incident.

Breakdown Cover

The cover for this section is being provided by MAPFRE ASSISTANCE Agency Ireland. Our Roadside Assistance is a 24 hour emergency & breakdown recovery service. It is there to assist you in your time of need.

Benefits

1. Roadside and driveway assistance

We will send a repairer to help you. If repairs are possible, we will provide up to one hour's free labour at the roadside. We will also send a repairer to assist you in the event of a breakdown at your home.

2. Towing

Towing the Insured Car to the nearest garage capable of effective repairs or to a garage of your choice, whichever is closer.

3. Completing the journey

If repairs to your car cannot be completed on the same day, we can arrange to have you and your passengers taken home or to your intended destination within Ireland.

This cover is limited to:

- onward transportation for the Insured and passengers (excluding hitchhikers) to their home or to their intended destination within the territorial limits (maximum covered €31 / Stg £31 per person, €127 / Stg £127 in total);
- use of a replacement car for up to 48 hours while repairs are carried out; or
- overnight accommodation for one night, limited to Bed and Breakfast, while repairs to the Insured Car are in progress. Subject to maximum value of €40 / Stg £40 per person and €200 / Stg £200 in total.

4. Completion of journey within England, Scotland and Wales

If repairs cannot be carried out at the roadside, we will provide a replacement car for up to 48 hours to the limit of Stg £100. If the car cannot be repaired before your departure date, the Company will cover the cost of towing the car to the port you are leaving from subject to the limit of Stg £250.

5. If your car is stolen

If your car has been stolen and has not been recovered within 24 hours, we will provide a replacement car for up to five days or until the Insured Car is recovered, whichever is soonest. Theft must be reported to the Garda Síochána and the Insurance Company.

6. Message relay

We will pass on two urgent messages for you. In the event of the Insured Car being repaired, the assistance company will provide the cost of public transportation for the Insured to collect his/her Insured Car.

What to do in the Event of a Breakdown

Should you require assistance, please telephone the Ivernia Breakdown Assistance Helpline on 1890 845 870. Please have the following information ready when you call:

- your exact location;
- the registration number of your car;
- your policy number;
- a telephone number where you can be contacted; and
- a description of the problem.

i MAPFRE ASSISTANCE is responsible only for the cost of providing benefits available through Ivernia Insurance Breakdown Cover. If you make your own arrangements, you will not be reimbursed.

Breakdown Cover Conditions

- No benefit shall be payable unless the Company has been notified and has authorised assistance through the medium of the emergency telephone number provided.
- In the event of theft of the Insured Car, the theft must be reported to a Garda station (or local police station) before any benefits can apply.
- The Policy Number must be quoted when calling for assistance and the relevant identification produced on the demand of the repairer, recovery specialist or other nominated agent of the Company.
- Insured Cars eligible for assistance will be restricted to Private Cars of 15 years old and under at the time of taking out this policy.
- To be eligible for assistance, the Insured shall hold a current Ivernia Motor Insurance Policy.
- Replacement cars are subject to commercial car hire criteria. This criteria may include, however is not limited to the following: full driver's licence without endorsements, a cash or credit card deposit. This criteria is not exhaustive and may change from time to time. It is also a condition of car hire that the car must be returned to the pick up point. Car hire insurance is the responsibility of the Insured.

- The Insured Person must be with the Insured Car when the repairer arrives. If the insured is not with the Insured Car and our repairer cannot assist, any subsequent assistance will be at the insured's own cost.
- We may refuse assistance in circumstances where a driver is clearly intoxicated or the Insured Car is in an inaccessible or off road location or cannot be transported safely or legally or without hindrance using a standard transporter or equipment.
- If we have to make a forced entry to the Insured Car because you are locked out, you must sign a declaration, confirming that we are not responsible for the damage.
- Cover is not applicable if your Insured Car has been modified for or is taking part in racing, trails or rallying.
- Your Insured Car shall at all times be maintained in a good mechanical and roadworthy condition and be regularly serviced.
- We will use our best endeavours to recover your Insured Car; however we cannot attempt to recover your Insured Car if modifications or customization on the Insured Car results in the recovery process being impeded. These types of modifications include but are not limited to wheel arches, wheel sizes, front and rear bumper height and alterations to manufacturer's original Insured Car ride height.
- The Company shall not be liable for any recurring claim due to the same cause within the last 28 days where a permanent repair has not been undertaken to correct the fault.
- We cannot accept responsibility for the transportation of pet animals or livestock carried within the Insured Car, any extra costs involved in the transportation of pets or alternative transportation requirements in the event of a breakdown would not be covered.
- If you cancel an assistance, you are not eligible for another call out for that assistance.
- MAPFRE ASSISTANCE cover is limited to a maximum of 3 Assists in any 12 month policy term. After the 3rd Assist, your Breakdown Assistance section of this policy becomes void.

What is not covered:

- Any request where a driver is clearly intoxicated or the Insured Car is in an inaccessible or off road location or cannot be transported safely or legally or without hindrance, using a standard transporter or equipment;
- for any accident or breakdown brought about by an avoidable or willful or deliberate act committed by the Insured;

- if the car has been modified for or is taking part in racing, trails or rallying;
- any liability or consequential loss arising from any act performed in the execution of the assistance services provided;
- to pay for expenses, which are recoverable from any other source;
- any claim arising where the car is carrying more passengers or towing a greater weight than that for which it was designed as stated in the Manufacturer's specifications;
- if we fail to perform any obligation for reasons beyond our control;
- any claim arising out of driving the car on unsuitable terrain;
- the cost of any parts, keys, lubricants, fluids or fuel required;
- any claim caused by fuels, mineral essences or other flammable materials, explosives or toxins transported in the car;
- for assistance as a result of running out of fuel or use of incorrect fuel.

Personal Accident

This insurance is arranged by Arc Legal Assistance Ltd and underwritten by AmTrust Europe Limited, Market Square House, St James's Street, Nottingham, NG1 6FG.

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority in the United Kingdom. Their Firm Reference Number is 305958.

AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services numbers: 202189.

AmTrust Europe Limited is regulated by the Central Bank of Ireland for Conduct of Business Rules.

Benefits

We will pay you the amount shown below if due to an insured incident, an Insured Person suffers bodily injury or death following an accident.

Insured incidents:

- An accident which occurs whilst you or your spouse is driving any car which they are insured to drive under the motor insurance policy, or whilst they are a passenger in any car, including getting into or out of such a vehicle.
- An accident which occurs whilst a passenger is travelling in, getting into or out of, any car driven by you which you are insured to drive under the motor insurance policy.

Benefit	Benefit Amount
Accidental Death	€10,000.00
Permanent Loss of One Limb	€2,500.00
Permanent Loss of Limbs	€5,000.00
Permanent Loss of Sight in One Eye	€1,500.00
Permanent Loss of Sight in both eyes	€10,000.00
Permanent Loss of Hearing in One Ear	€2,000.00
Permanent Loss of Hearing	€5,000.00
Permanent Total Disablement	€5,000.00

What we will not pay

- We will not pay more than the maximum policy benefit in any one policy period.
- More than one claim under each cover from the consequences of one Accident to any one Insured Person.
- We will not pay for more than one benefit under each section.
- We will not cover any bodily injury which the Insured Person suffered from in the 12 month period immediately prior to the start date which:
 - the Insured Person knew about, or should reasonably have known about; or
 - the Insured Person had seen or arranged to see a doctor about.
- Where the Insured Person is committing, or attempting to commit suicide or intentional self-injury or deliberate exposure to exceptional danger except in an attempt to save a human life.
- Where the Insured Person is over the Republic of Ireland prescribed limit of alcohol, or is unfit to drive due to being under the influence of drugs, whether prescribed or otherwise.
- Claims arising from or relating to physical or mental conditions or disabilities which the Insured Person suffered from prior to the accident.
- Where you are under the age of 17, or over the age of 81 at the start date of the policy
- More than one claim for each insured event as a result of the same accident.
- Claims resulting from the use of the insured vehicle for hire or reward, racing, competition, trials, track days, speed testing or for any purpose in connection with the motor trade, haulage or courier services, minibus or professional driving instruction.
- Claims arising from or in connection with provoked assault or fighting (except in bona fide self-defence).
- War and Civil War Exclusion. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of government, local or public authority.
- Terrorism Exclusion. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- Radioactive Contamination Exclusion. Any direct or indirect consequence of: irradiation or contamination by nuclear material; or the radioactive, toxic, explosive or other hazardous or contamination properties of any radioactive matter; or any device or weapon which employs atomic or nuclear fission or

fusion or other comparable reaction or radioactive force or matter.

- Electronic Data: Any consequence, howsoever caused, including but not limited to computer virus in electronic data being lost, destroyed, distorted, altered or otherwise corrupted. For the purposes of this Policy, electronic data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Additional Definitions

Accident/Accidental

A sudden and unexpected event which happens by chance and causes bodily injury or death, including assault, during the period of insurance.

Bodily Injury

A physical injury listed in Table 1 that is incurred during the period of insurance, resulting solely and independently from an accident which within 12 months from the date of the accident results in the Insured Person's death or disability.

Burns

Full thickness burns or burns (third degree) covering more than 10% of the body surface.

Doctor

A medical specialist who is a member of an appropriate professional body and recognised by that professional body as a medical specialist. The Doctor must be registered and practicing in the Republic of Ireland and/or the UK and must not be an Insured Person or a relative or employer of an Insured Person.

Geographical Limits

As included in our motor policy.

Hand(s)

All the fingers and the thumb of a hand.

Hospital

A lawfully registered establishment which has accommodation for residential patients with facilities for diagnosis and major surgery and which provides a 24-hour service by registered nurses. It does not include convalescent, self-care or rest homes, or a department in a hospital which has the role of convalescent or rest home.

Limb(s)

Arm(s) or leg(s) at or above the wrist or ankle (excluding hands and feet).

Loss of Hearing or Speech

The total, permanent and irrecoverable loss of hearing (in both ears) or speech.

Loss of Sight

Complete and irrecoverable loss of sight in one or both eyes.

Loss (in relation to limbs, hands)

The complete permanent and irrecoverable loss of use or loss by physical separation.

Maximum Policy Benefit

Maximum policy benefit means €10,000.

Permanent Total Disablement

Total disablement from engaging in or attending to any occupation whatsoever for at least 12 months from the date of bodily injury, and at the end of that time being beyond hope of improvement.

Thumb(s)

Entire thumb or thumbs.

Toe(s)

The entire toe.

You, Your

The person named as the policy holder in the motor insurance policy.

We, Us, Our

AmTrust Europe Limited.

General Conditions**Benefit**

Benefit will be paid upon receipt of supporting medical evidence provided by a Doctor.

Claims

When a claim occurs, you notify us as soon as possible. You or the Insured Person must seek and follow advice from a registered Doctor and undergo any medical examination that we request. If an Insured Person dies, we will be entitled to ask for, at our expense, a post-mortem examination. You or any Insured Person must provide any documents, information and evidence that we request or require.

Fraudulent Claims

You must not act in a fraudulent way. If you or anyone acting for you:

- fails to reveal or hides a fact likely to influence whether we accept your proposal, your renewal, or any adjustment to your policy;
- fails to reveal or hides a fact likely to influence the cover we provide;
- makes a statement to us or anyone acting on our behalf, knowing the statement to be false;
- sends us or anyone acting on our behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage you caused deliberately or with your knowledge.

If your claim is in any way dishonest or exaggerated, we will not pay any benefit under this policy or return any premium to you and we may cancel your policy immediately and backdate the cancellation to the date of the fraudulent claim. We may also take legal action against you and inform the appropriate authorities.

Aggravated Physical Disability

If the consequence of an injury is aggravated by a physical disability or condition of an Insured Person which existed before the accident occurred, the amount of any compensation payable under this insurance in respect of the consequences of the accident shall be the amount which would have been payable if such consequences had not been so aggravated, as considered by a Doctor chosen by us.

Notification

The Garda Síochána or Police must be notified immediately following any event likely to give rise to a claim under this insurance.

Governing Law

Unless some other law is agreed in writing, this policy is governed by Irish law. If there is a dispute, it will only be dealt with in the Irish courts.

Making a Claim

If you wish to make a claim please contact:

- **Telephone:** 1890 845 860
- **Email:** paclaims@ivornia.ie

In all correspondence please state that your insurance is provided by AmTrust Europe Limited.

If you have suffered an injury insured under the Personal Accident cover, you can call our confidential 24/7 counselling helpline. This service can help with practical everyday matters to sensitive or emotional issues. You can access the helpline on 00 44 (0)1452 623356.

Personal Accident Exceptions



These general exceptions apply to all sections of this policy.

1. This policy does not apply when your car:
 - is being used for purposes that are not shown in your certificate of insurance;
 - is being driven by, or in the charge of any person who is not covered by your certificate of insurance;
 - is being driven by you and you have not got a license or are disqualified from driving or getting a license;
 - is being driven with your permission by any person who you know has not got a driving licence or who you know to be disqualified from driving or getting a licence;
 - Is towing a caravan, trailer or other vehicle for a payment;
 - is in or on any part of an aerodrome, airport or airfield provided for aircraft to take off and land;
 - is used on a motor track, derestricted road or any off-road event.
2. We will not cover any loss, damage or legal liability directly or indirectly caused by:
 - ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from burning nuclear fuel; or
 - the radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or any part of it.
3. We will not cover any loss or damage caused by war, riot, revolution, any act of terrorism or any similar event, unless we have to provide cover under the Road Traffic Acts.

Legal Expenses

This insurance is arranged by Arc Legal Assistance Ltd and underwritten by AmTrust Europe Limited, Market Square House, St James's Street, Nottingham, NG1 6FG.

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority in the United Kingdom. Their Firm Reference Number is 305958.

AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services numbers: 202189. AmTrust Europe Limited is regulated by the Central Bank of Ireland for Conduct of Business Rules.

Benefits

Accident Loss Recovery & Personal Injury

We will pay the advisors' costs if a claim is made arising from a Road Traffic Accident:

- while you are in, boarding or alighting the Insured Car against those whose alleged negligence has caused your injury or death; and/or
- against those whose alleged negligence has caused you to suffer loss of your insurance policy excess or other out of pocket expenses.

The advisor must enter into an agreement which waives their own fees if you fail to recover the damages that you are claiming in the Legal Action. If the damages you are claiming are below the small claims court limit, the advisors' costs will be covered. However, there is no cover where a reasonable estimate of your advisors' costs are greater than the amount in dispute, other than in relation to accident loss recovery claims.

Motor Legal Defense

Advisors' costs to defend a legal action in respect of a motoring offence, will be covered. Pleas in mitigation are covered where there is a more than 50% prospect of such a plea materially affecting the likely outcome

Motor Contract Disputes

Advisors' costs to pursue or defend a Legal Action relating to a dispute over a contract for the sale or purchase of goods or services relating to the Insured Car including the Insured Car itself, provided advisors' costs do not exceed the amount claimed.

Illegal Clamping and Towing

Advisors' costs to pursue the recovery of illegal clamping or towing fees related to the Insured Car.

Cover

This section provides cover in respect of legal costs and expenses up to the Maximum amount payable where:

- the Insured Incident occurs during the Period of Insurance and is notified to us within 180 days of occurrence; and
- the Insured Incident and any proceedings take place within the Territorial Limits.

How to Make a Legal Expenses Claim

Accident Loss Recovery & Personal Injury

Call our claims notification line on page 2 to report a claim. We will send details of your claim to the advisor who will contact you to discuss any uninsured loss or personal injury claims or any assistance you require in relation to a hire car or Insured Car repairs.

Motor Prosecution Defense and Motor Contract

You can obtain a claim form from the legal helpline. Upon return of a completed claim form we will assess the claim and if covered, send details to the advisor who will then contact you directly.

Legal Helpline

You can use the telephone helpline service to speak with a lawyer about any motoring legal problem. You should also use this service to report a claim under the motor prosecution defence and motor contract sections of cover.

Legal Expenses Exceptions

There is **no cover**:

- where the Insured Incident occurred before you purchased this insurance;
- where you fail to give proper instructions to us or the advisor or fail to respond to a request for information or attendance by the advisor;
- where advisors' costs have not been agreed in advance or exceed those for which we have given our prior written approval;
- for advisors' costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party;
- to defend Legal Actions arising from anything you did deliberately or recklessly;
- for claims made by or against the Insurer, us or the advisor;
- for any claim arising from racing, rallies, competitions or trials;
- for an application for Judicial Review;
- for appeals without our prior written consent;
- for any Legal Action that we reasonably believe to be false, fraudulent, exaggerated or where you have made misrepresentations to the advisor;
- where at the time of the Insured Incident you were disqualified from driving, did not hold a licence to drive or the Insured Car did not have a valid NCT certificate or motor tax or comply with any laws relating to its ownership or use;
- for disputes between the advisor and any other party over the level of advisors' costs;
- for your solicitors own costs where your claim is being pursued under a Conditional Fee Agreement;
- for claims relating to an agreement you have entered into with another person or organisation;
- for claims relating to stress, psychological or emotional injury unless it arises from you suffering physical injury;
- for applications for payment to the Motor Insurers Bureau of Ireland (MIBI) under the Untraced Driver's Agreement, or Uninsured Driver's Agreement or any future agreements funded by the MIBI;
- for advisors' costs in claims handled by the Injuries Board other than the Injuries Board Application Fee and Medical Report Fee;
- for claims where the contract was entered into before you first purchased this insurance or purchased similar insurance which expired immediately before this insurance began;
- for claims for alleged road traffic offences where you did not hold or were

disqualified from holding a licence to drive or are being prosecuted for driving while under the influence of alcohol or non-prescribed drugs;

- for claims for advisors' costs where you are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy;
- for claims for parking offences for which you do not get penalty points on your licence; or
- for claims for motoring prosecutions where your motor insurer have agreed to provide your legal defence.
- where the clamping or towing of the Insured Car has been carried out with lawful authority
- for the defence or payment of any costs relating to damage inflicted by You upon the clamping device
- for any losses (other than advisors' costs) incurred by you are as a result of the illegal clamping or towing of the Insured Car

Additional Definitions

Advisor

Our specialist panel of solicitors or their agents appointed by us to act for you, or, where agreed by us, another legal representative nominated by you.

Advisors' Costs

Reasonable legal costs incurred by the advisor. Third party's costs shall be covered if awarded against you.

Conflict of Interest

There is a conflict of interest if we administer and/or arrange Legal Expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.

Insured Incident

The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one Insured Incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or by time.

Legal Action

The pursuit of civil proceedings and appeals against judgement following a Road Traffic Accident, the defence of criminal motoring prosecutions or the pursuit or defence and appeals against judgement in relation to a contractual dispute to do with the Insured Car.

Maximum Amount Payable

The maximum amount payable in respect of an Insured Incident is: €75,000.

Road Traffic Accident

A traffic accident in the Territorial Limits involving the Insured Car occurring during the Insured Period for which you are not at fault and for which another known insured party is at fault.

Standard Advisors' Costs

The level of advisors' costs that would normally be incurred by the Insurer in using a nominated advisor of our choice.

Legal Expenses Conditions**Claims**

- You must notify us as soon as possible and within a maximum of 180 days, once you become aware of the Insured Incident. There will be no cover under this section if, as a result of a delay in reporting the claim our position has been prejudiced. To report a claim you must follow the instructions on page 33 – 'How to make a Legal Expenses claim' below.
- We shall appoint the advisor to act on your behalf.
- We may investigate the claim and take over and conduct the Legal Action in your name. Subject to your consent which must not be unreasonably withheld, we may reach a settlement of the Legal Action.
- You must supply all of the information which we reasonably require to decide whether a claim may be accepted. If court proceedings are issued or a Conflict of Interest arises, and you wish to nominate a legal representative to act for you, you may do so. Where you have elected to use a legal representative of your own choice you will be responsible for any advisors' costs in excess of our Standard advisors' costs. The advisor must represent you in accordance with our standard conditions of appointment which are available on request.
- The advisor must:
 - provide a detailed view of your prospects of success including the prospects of enforcing any judgement obtained without charge;
 - keep us fully advised of all developments and provide such information as we may require;
 - keep us regularly advised of advisors' costs incurred;
 - advise us of any offers to settle and payments in to court. If against our advice such offers or payments are not accepted there shall be no further

cover for advisors' costs unless we agree in our absolute discretion to allow the case to proceed;

- submit bills for assessment or certification by the appropriate body if requested by us;
 - attempt recovery of costs from third parties;
 - agree with us not to submit a bill for advisors' costs to the Insurer until conclusion of the Legal Action.
- In the event of a dispute arising as a result of costs, we may require you to change advisor.
 - We shall only be liable for costs for work expressly authorised by us in writing and undertaken while there are reasonable prospects of success.
 - You shall supply all information requested by the advisor and us.
 - You are responsible for any advisors' costs if you withdraw from the Legal Action without our prior consent. Any costs already paid by us must be reimbursed by you.
 - You must instruct the advisor to provide us with all information that we ask for and report to us as we direct, at their own cost.

Prospects of Success

At any time we may form the view that you do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, we may decline support or any further support. Examples of a positive outcome are:

- being able to recover the amount of money at stake;
- being able to enforce a judgement;
- being able to achieve an outcome which best serves your interests.

Other Insurances

If any claim covered under this policy is also covered by another Legal Expenses policy, or would have been covered if this policy did not exist, we will only pay our share of the claim even if the other insurer refuses the claim.

Irish Law

We propose that the contract is governed by Irish law. If there is any dispute as to which law applies it shall be Irish law. The language for contractual terms and communications will be in English.

Data Protection Notice – Personal Information

We are committed to protecting the privacy of you, our customers and any claimants.

We, Ivernia Insurance Limited in Ireland, will process personal information relating to individuals held under applicable data protection laws. This means we have certain responsibilities under the act to protect your information.

It is important that you read this Data Protection Notice or that someone explains it to you.

The Notice must be shown to any party related to the insurance. It explains how we may use your details and tells you about the systems and databases that we and others have in place which allow us to detect and prevent fraudulent applications and claims. We will use the information, including sensitive personal information (such as information about physical or mental health or medical conditions, criminal convictions and pending legal proceedings, and bankruptcy or debt details) you provide, or we collect, to manage your insurance with us including underwriting, claims handling, fraud detection, policy administration and statistical analysis.

Our agents may record or monitor phone calls to protect you and for training and quality purposes.

You must tell us about any incident, (such as an accident, fire or theft) whether or not a claim is likely to result. When you tell us about such an incident, information relating to it will be passed to the databases specified below. We may search these databases when you apply for insurance, at renewal or in the event of an incident or claim, to validate your claims history or that of any person or property likely to be involved in the policy or claim.

We may share information about you with other companies within our group or those providing services to us. We may share information about you with other companies within our group or those providing services to us.

Credit-reference checks and fraud-prevention, anti-money laundering and counter-terrorism financing checks

We may check the information you provide against other information available to the public. This could include information from the electoral roll and court judgments, bankruptcy or repossession and other insurance industry databases. This may involve carrying out checks for bankruptcy and other judgments, to prevent fraud, anti-money laundering and counter-terrorism financing checks. These checks will be governed by data-protection law and we may also need your permission.

We may share the results of these checks with other companies in the Ivernia Insurance Group, other insurers and their agents, credit-reference agencies, fraud-prevention agencies and others concerned with fraud, the Garda Síochána (or local police) and other law-enforcement agencies, government agencies or regulatory authorities. We may use this information to help us assess risk, credit, our insurance decisions and to

meet our legal and regulatory responsibilities. Other companies in the Ivernia Insurance Group may do the same for similar purposes.

Statistics

We may change personal information so that you cannot be identified. That information will then not be covered by this notice or data-protection law. We may use it for insurance administration purposes including analysing trends, carrying out actuarial work, planning how we deliver services, assessing risk, costs and charges.

Sharing of Information

Information provided by you will be treated in confidence, however in order to administer your policy and detect and prevent crime we may share or verify information about you or your claims history with;

- our agents and service providers and other companies in the Ivernia Insurance Ltd, La Parisienne Assurances, Mapfre Assistance Groups; Arc Legal Assistance Ltd, Strategic Insurance Services Limited and other insurers, either directly or through people acting for us and them (such as loss adjusters, private investigators and solicitors);
- any agent acting for you;
- recognised trade, governing and regulatory organisations we belong to or are governed by;
- the Garda Síochána (or local police), other law-enforcement agencies, government agencies or regulatory authorities, and any other person or organisation if needed by law; and
- any other person, where necessary, to perform any insurance contract with you, so we can protect ourselves from risk or to make sure we meet with regulations or good governance.

Insurance Link

We share information with the Insurance Link database, run by Insurance Ireland. This information stored by Insurance Link includes identification details and the nature of any damage suffered by anyone involved in a claim, in some cases including the types of injuries. As previously stated this information may be shared with other insurers or government authorities.

We use this service to help us to:

- prevent fraud and protect customers and assess information at the underwriting stage (when we decide on risk and whether to provide insurance);
- prevent multiple claims for the same injury or damage; or
- investigate fraud and check on the accuracy of information provided.

If we find, by using Insurance Link, that previous claims have been made, we may share information on those claims. You can find more information on Insurance Link on their website, www.inslink.ie.

We may also use the information you provide to get information from the National Insured Car and Driver File held by the Department of Transport. We may also transfer your information to other countries due to the global nature of our business.

The laws of some of those countries may not provide the same level of protection as Irish data protection laws.

Contacting You

From time to time we may contact you using the information you have provided in relation to our products and services or to tell you about any important changes. We may contact you by phone, post, email, text message or through digital applications.

We may also use your information for these purposes after your policy has ended, unless you ask us not to.

How to Opt Out

You can change your mind at any time about receiving marketing information from us. Each time we contact you electronically with marketing information or a marketing message, you can choose not to receive further marketing information from us to that email address or phone number. This is known as an 'opt-out'. If you wish to 'opt-out', please call your Broker or email us at info@ivernia.ie. Please make sure you tell us about any changes to your marketing preferences for each address, email address or phone number you have registered with us which is affected.

More Information and Contacting Us

You can ask us for a copy of the information we hold about you by writing to our Customer Services Manager. Please allow up to 40 days for us to send this information to you. You may also ask us to change or delete any information we hold about you.

For a full copy of this notice, including more details on how we may use your personal information for credit-reference and fraud-prevention purposes, please see the Security and Privacy Statement which you can view by visiting www.ivernia.ie.

Or, if you want to ask for a hard copy or have any questions about this notice, please contact our Customer Services Manager at:

- Ivernia Insurance Ltd, Ravenscourt Office Park, Sandyford Industrial Estate, Dublin 18, Ireland; or
- info@ivernia.ie

You can find details about our responsibilities to you in terms of your information in the Data Protection Commissioner's Code of Practice on Data Protection for the Insurance Sector. See www.dataprotection.ie.

Customer Care

To Make a Complaint

Ivernia are committed to providing customers with a high standard of service at all times. Things can go wrong and there may be times when the service has not been what you expected. When this happens Ivernia will act promptly and fairly to address your complaint and to put things right.

You may complain directly to your Broker or Ivernia Insurance Ltd in connection with any element of cover.

Complaint Process – All Policy Sections

At the first instance you can raise the complaint by contacting your Broker, and giving them full details of your complaint.

If your complaint is not resolved the complaint can be sent in writing to the Customer Service Manager at Ivernia Insurance Ltd, Ivernia House, Ravenscourt Office Park, Sandyford, Dublin 18, e-mail: info@ivernia.ie.

Ivernia will do the following:

- Phone and tell you that the complaint has been received and try to resolve the complaint immediately.
- Acknowledge the complaint in writing within 5 business days of receiving it.
- In the unlikely event that the complaint has not been resolved within 20 business days of receiving it, Ivernia will write and let you know what further action will be taken.
- Within 40 working days of receiving the complaint, you will receive a Final Response or, if this is not possible, a reason for the delay plus an indication of when a Final Response will be issued.
- You have the option at all times to raise the complaint with the Insurer which varies by Section and which contact details are given for each Section and Insurer below.
- At this point, if you are unhappy with how the complaint has been dealt you may refer the complaint to the Financial Services Ombudsman's Bureau.

Loss of or Damage to the Insured Car / Liability to Other People

Sections 1 and 2 are underwritten by La Parisienne Assurances who are regulated by Autorite de controle prudential et de resolution (ACPR), France and by the Central Bank of Ireland for Conduct of Business rules.

The contact details where you wish to raise a complaint about these Sections directly

with La Parisienne are;

La Parisienne Assurances,
120 – 122 rue Réaumur,
75083 Paris,
Cedex 02, France.
email: complaints: ivernia@la-parisienne.fr

Breakdown Assistance

Mapfre Assistance provide the Breakdown Assistance covers in the Ivernia Total car policy. Mapfre Assistance are regulated by the Direccion General de Seguro y Fondos de Pensiones del Ministerio de Economia y Hacienda, Spain and by the Central Bank of Ireland for Conduct of Business rules.

The contact details where a customer wishes to raise a complaint about Breakdown Cover directly with Mapfre Assistance are;

The General Manager,
MAPFRE ASSISTANCE Agency Ireland,
22-26 Prospect Hill,
Galway.

Legal Expenses and Personal Accident

Arc Legal Services arrange the Legal Expenses and Personal Accident cover in the Ivernia Total car policy and the product is underwritten by Amtrust Europe Ltd. Amtrust Europe are regulated by the UK Financial Conduct Authority and the Prudential Regulation Authority.

The contact details where a customer wishes to raise a complaint about Legal Expenses or Personal Accident directly with Amtrust Europe are;

The General Manager,
Amtrust Europe,
Market Square House,
St James's St.,
Nottingham, NG1 6FG,
UK.

Right of Referral to the Financial Services Ombudsman – All Sections

If you are not satisfied with our decision on a complaint or if a decision has not been given after 40 days and/or a Final Response letter has been issued, you can bring their complaint to the Financial Services Ombudsman.

The contact details are as follows:

The Financial Services Ombudsman's Bureau,
Lincoln House,
Lincoln Place,
Dublin 2.

Telephone: 1890 882 090 and +353 1 662 0899

Email: enquiries@financialombudsman.ie

Web: www.financialombudsman.ie

Endorsements

PC1- Excluding Driving Other Cars

We will not provide cover for driving of other cars under Loss and Damage to the Insured Car and clause C of Liability to Other People.

PC2 Accidental Damage Excess

For each event under Loss and Damage to the Insured Car of this policy we will not pay for the first amount shown in the schedule as excess.

PC3 Indemnity to Employer

Under Liability to Other People of this policy we will cover your employer, named in the schedule, if you have an accident or loss in a car we cover while on business for that employer. This only applies if your employer is not entitled to cover under any other policy.

PC4 Protected No-Claim Discount

You may make up to two unlimited claims in a three year period. You must pay the required extra premium for this cover. Your premium may still increase following an accident or claim.

PC5 Driver Qualification – Open Driving 30- 70 Full EU Licence

We will not provide cover under the policy while the car is being driven by (or is in the charge of, for the purpose of being driven by) any person who is under 30 or over 70 years of age. No cover operates under the policy while the car is being driven by any person who holds a provisional EU licence.

PC6 Driver Qualification – Open Driving 30- 70 Full EU Licence plus Named Drivers

We will not provide cover under the policy while the car is being driven by (or is in the charge of, for the purpose of being driven by) any person who is under 30 or over 70 years of age unless that person is named on the Certificate of Motor Insurance and policy schedule.

No cover operates under the policy while the car is being driven by any person who holds a provisional EU licence unless that person is named on the Certificate of Motor Insurance and policy schedule.

Important Information

This policy is arranged by:

Ivernia Insurance Ltd.

Ivernia House, Ravenscourt Office Park, Sandyford, Dublin 18, Ireland

info@ivernia.ie

Ivernia Insurance Ltd. is regulated by the Central Bank of Ireland (Reference C1279).

Irish Law

This contract is governed by the Law of the Republic of Ireland unless otherwise agreed.

Language

The language for contractual terms and communication will be English.

Stamp Duties Consolidation Act 1999

Stamp duty has been or will be paid to the Revenue Commissioners in line with section 5 of the Stamp Duties Consolidation Act 1999.

Insurance Act 1936

All money which becomes due under this policy will be paid in the Republic of Ireland in line with section 93 of the Insurance Act 1936.

Currency

All monies payable under this policy will be paid in Euros, unless specified to the contrary.

Ivernia Insurance Limited

Ivernia House
Ravenscourt Office Park
Sandyford, Dublin 18
Ireland

Email: info@ivernia.ie



Serial No. 061730