

Private Motor Car  
Policy

## Useful Contact Details

<b>FBD Insurance plc Customer Service</b>	<b>LoCall:</b> 1890 617 617 <b>Website:</b> <a href="http://www.fbd.ie">www.fbd.ie</a> <b>Email:</b> <a href="mailto:info@fbd.ie">info@fbd.ie</a>
<b>Claims Telephone No.</b> (Including Windscreen Claims)	<b>LoCall:</b> 1890 953 953 Please ensure that you notify us of any accident or damage as soon as possible and prior to effecting any repairs.
<b>Car Accident Assist</b>	<b>LoCall:</b> 1850 323 121 Available to all policyholders for claims notification and advice.
<b>Car Breakdown Assist*</b>	<b>LoCall:</b> 1890 323 888 (Northern Ireland & UK: 00 353 91 560622) *This service applies for certain cover only. Please check your Policy Schedule for confirmation of cover.
<b>Financial Services Ombudsman's Bureau</b>	<b>LoCall:</b> 1890 88 20 90 <b>Phone:</b> 01 662 0899 <b>Fax:</b> 01 662 0890 <b>Email:</b> <a href="mailto:enquiries@financialombudsman.ie">enquiries@financialombudsman.ie</a> <b>Web:</b> <a href="http://www.financialombudsman.ie">www.financialombudsman.ie</a>

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FBD Insurance plc

FBD House  
Bluebell  
Dublin 12  
Ireland

WHEREAS the Insured named in the Schedule hereto (hereinafter called "the Insured") has applied to FBD INSURANCE plc (hereinafter called "the Company") by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein for the insurance herein contained.

NOW THIS POLICY WITNESSETH that in consideration of the Insured having paid or agreed to pay the Company the premium stated in the Schedule as consideration for such insurance

The Company AGREES to insure in the manner and to the extent hereinafter provided in the respective sections specified in the current Schedule and appendices thereto (which with the Sections and every appendix thereto shall be deemed to be incorporated in and form part of this Policy) in respect of events occurring within the Territorial Limits during the period of insurance specified in the Schedule or any period for which the Company accepts the premium required for renewal of this Policy.

NOW THIS POLICY WITNESSETH:- That subject to the Terms Exceptions and Conditions contained herein or endorsed or otherwise expressed herein.

SIGNED on behalf of FBD INSURANCE plc

**M. MORAN,  
INSURANCE DIRECTOR**

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

**Insurance Act 1936**

**All monies which become or may become due and payable by us under the Policy shall be payable and paid in the Republic of Ireland.**

**PLEASE READ YOUR POLICY AND IF INCORRECT RETURN FOR CORRECTION**

FBD Insurance plc is regulated by the Financial Regulator.

# Policy Schedule



## Section 1 – Liability to Third Parties

### Indemnity

The Company will:

- (a) Indemnify the Insured against all sums (including costs and expenses incurred with the Company's written consent) which the Insured or his personal representatives shall become liable to pay to any person (exclusive of the excepted persons as hereinafter defined) by way of damages or costs on account of injury to any person, caused by or through or in connection with any vehicle described in the Schedule hereto;
- (b) Indemnify the Insured up to an amount not exceeding €30 Million (Thirty Million Euro) inclusive of costs which the Insured or his personal representatives shall become liable to pay to any person (exclusive of the excepted persons as hereinafter defined) by way of damages or costs on account of damage to property occasioned by each and every accident or occurrence or series of accidents or occurrences arising out of or following on from one and the same event, caused by or through or in connection with the use of any vehicle described in the Schedule hereto.

The Company shall have the right to instruct at its own expense a Solicitor of its choice for:

- (a) representation at any coroner's inquest in respect of any death
- (b) defending in any Court of Summary Jurisdiction any proceedings in respect of any act causing any event

which may be the subject of indemnity under this Section.

### Excepted Persons

Any person claiming in respect of damage to property sustained while such property was owned by or was in the possession custody or control of the Insured.

### Insured Driving Other Motor Cars (Private Type)

In terms of and subject to the limitations of the indemnity which is granted by this Section in connection with any vehicle described in the Schedule hereto the Company will indemnify the Insured, provided he is not entitled to indemnity under any other Policy, in respect of any event while personally driving a motor car (private type) not belonging to him and not hired to him under a hire purchase agreement and not in his custody or control by reason of the business or employment of the Insured.

### Trailer

The Company will indemnify the Insured in terms of and subject to the limitations of the indemnity which is granted by this Section in respect of:

- (a) any trailer whilst attached to any vehicle described in the Schedule hereto
- (b) any detached single axle trailer up to half tonne unladen weight, other than caravans, mobile homes, trailer tents, boat trailers and any trailer which incorporates machinery or other equipment.

## Section 1 – Liability to Third Parties - continued

### Negligence of Passengers

In terms of and subject to the limitations of the indemnity which is granted by this Section to the Insured the Company will at the request of the Insured indemnify any person (hereinafter called the “passenger”) being carried in or mounting into or dismounting from any vehicle described in the Schedule hereto PROVIDED THAT the passenger:

- (a) is not entitled to indemnity under any other policy
- (b) is not driving such vehicle or in the charge of such vehicle for the purpose of driving
- (c) shall as though he were the Insured observe fulfil and be subject to the terms exceptions conditions and endorsements of this Policy in so far as they can apply.

BUT the Company will not indemnify the passenger in respect of liability for loss of or damage to property belonging to or held in trust by or in the custody or control of the Insured or any occupant of the vehicle or being conveyed by such vehicle or in respect of death of or bodily injury to

- (i) the Insured
- (ii) any person driving such vehicle or in charge of such vehicle for the purpose of driving or
- (iii) any person in the employment of the passenger where such death or bodily injury arises out of and in the course of such employment.

### Persons Driving Insured Vehicle

In terms of and subject to the limitations of the indemnity which is granted by this Section to the Insured the Company will indemnify any driver described in the Schedule hereto who is driving any vehicle described in such Schedule

#### **Provided That**

- (a) such driver is not entitled to indemnity under any other Policy
- (b) such driver is not a person in the Motor Trade driving the vehicle for purposes necessitated by its overhaul upkeep and/or repair for the Insured
- (c) such driver shall as though he were the Insured observe fulfil and be subject to the terms exceptions conditions and endorsements of this Policy in so far as they can apply.

## Section 2 – Loss or Damage to Insured Car

### Indemnity

The Company will indemnify the Insured against loss of or damage to any vehicle described in the Schedule hereto and/or its accessories and spare parts while thereon including damage by frost and loss or damage while in transit by sea (or during the process of loading or unloading incidental to such transit) between any ports in the territory covered by this Policy. The Company may at its own option (subject to the provisions outlined hereunder regarding New Replacement Car) repair, reinstate or replace such vehicle or any part thereof and/or its accessories and spare parts or may pay in cash the amount of the loss or damage. If any part or accessory of the vehicle described in the Schedule hereto is obsolete or unobtainable from the makers, the liability of the Company in respect of such part or accessory shall be limited to the cost of such part or accessory as set out in the maker's last published price list together with the current labour charge for the fitting thereof (if applicable).

### Transport Costs

If such vehicle is disabled by reason of loss or damage insured under this Policy the Company will bear the reasonable cost of protection and removal to the nearest repairers. After repair of such loss or damage the Company will pay the reasonable cost of delivery of the vehicle to the address of the Insured in Ireland.

### Basis of Settlement of Claims - Total/Constructive Loss:

In the event of:

- (a) the vehicle being damaged beyond repair or the Company deeming repairs uneconomical, or
- (b) the vehicle being stolen and not recovered

the market value of such vehicle immediately prior to such loss or damage but not exceeding the Insured's estimated value as stated in the Schedule less any residual salvage value shall be the maximum amount payable by the Company in respect of such loss.

The Company at its option can elect to take over the right to dispose of the salvage at any time during the course of the claim.

### New Replacement Car

If within 12 months of registration as new in the Insured's name and having a recorded odometer reading of less than 48,280 Kilometres the vehicle

- (a) sustains damage to an extent that has been assessed by the Company at greater than 60% of the manufacturer's list price at the time of damage, or
- (b) is stolen and not recovered within 4 weeks from the date of theft

the Company will, at the Insured's request and subject to the consent of any other party who has an interest in the vehicle, replace the vehicle with a new vehicle of the same make and model if available, provided the list price of such vehicle does not exceed the Insured's estimated value as stated in the Schedule.

Where the Insured or any other interested party avails of this provision, the Company in that

situation will be entitled to take possession of the Insured's damaged vehicle to dispose of as deemed appropriate.

In the event it is not possible to provide a new replacement vehicle of the same make and model, the Company's liability will be limited to the cost of such vehicle as set out in the maker's last published price list, less any discounts that may have been applicable at that time.

### **Hire Purchase Leasing or Finance Agreements**

If to the knowledge of the Company the Insured's vehicle is the subject of a Hire, Lease or Finance Agreement (including Hire Purchase) such payment shall be made to the owner to be determined whose receipt shall be a full and final discharge to the Company in respect of such loss or damage.

### **Car Hire Expenses**

The Company will indemnify the Insured in respect of expenses incurred by him arising out of the hiring of a car as a direct result of the insured vehicle sustaining damage in any event which is the subject of indemnity under Section 2 (except where the Cover Operative is Third Party Fire & Theft, i.e. Endorsement 04 applicable) of the Policy.

PROVIDED that the total liability of the Company shall not exceed:-

- (1) the sum of €40 in respect of any one day
- (2) the sum of €300 in respect of any one occurrence or series of occurrences, arising out of one cause.

### **Replacement Locks**

The Company will indemnify the Insured up to a maximum limit of €750 in respect of the cost incurred in replacing the locks and alarm for the insured vehicle if the keys for the insured vehicle are stolen from:

- (a) the Insured's normal residence or any other private residence at which the Insured is spending the night or
- (b) any hotel room or guesthouse room at which the Insured is spending the night by means of forcible and violent entry to or exit therefrom.

The Company shall not be liable in respect of:

- (a) Any loss where the keys are stolen by deception or fraud or taken by a member of the Insured's family normally residing with the Insured;
- (b) Any loss where the theft of keys is not reported immediately on discovery to the Gardai, and in addition, in the case of a hotel or guesthouse, to the proprietors.

### **Fire Brigade Charges**

If an event occurs which is the subject of indemnity under this Section, the Company will also pay the Fire Brigade attendance charge as may be levied by the Local Authorities up to an amount not exceeding €2,000.

## Exceptions to Section 2

The Company shall not be liable to pay for:

- (a) loss of use depreciation wear and tear mechanical or electrical or electronic breakdowns failures or breakages
- (b) damage to tyres by application of brakes or by punctures cuts or bursts
- (c) damage to the vehicle described in the Schedule hereto and/or its accessories and spare parts caused by the goods carried therein
- (d) any amount in excess of €223 in respect of breakage of glass in the windscreen or window(s) of the vehicle described in the Schedule hereto. (Please refer to Policy Condition No. 11).
- (e) The cost of importing parts or accessories from outside the E.U. or any additional cost of parts or accessories above the price of similar parts available from the Manufacturer's European representatives.

## Section 3 – Personal Accident

If the Insured shall sustain in direct connection with any vehicle described in the Schedule hereto or while mounting into dismounting from or travelling in any private motor car not belonging to the Insured any bodily injury caused by violent accidental external and visible means the Company will pay to the Insured or to his personal representatives the compensation herein specified PROVIDED such injury shall solely and independently of any other cause (excepting medical or surgical treatment consequent upon such injury) within three calendar months of the accident result in:

1.	Death	€5,000
2.	Total and irrecoverable loss of sight of both eyes	€2,500
3.	Total loss by physical severance at or above the wrist or ankle of both hands or both feet or of one hand together with one foot	€2,200
4.	Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of sight of one eye	€2,500
5.	Total and irrecoverable loss of sight of one eye	€2,500
6.	Total loss by physical severance at or above the wrist or ankle of one hand or one foot	€2,500

### Provided That

- (a) this Section shall be deemed not to be in force after the Insured shall have attained the age of seventy years and attainment of that age shall ipso facto cancel this Section
- (b) the Company shall not be liable under this Section in respect of bodily injury consequent upon suicide (whether felonious or not) or attempt thereof
- (c) payment shall be made under one only of sub-sections (1) to (6) in respect of any one occurrence and the total liability of the Company shall not in the aggregate exceed the sum of €5,000 (Five Thousand Euro) during any one period of insurance
- (d) in the event of the Insured being the holder of any Policy or Policies with the Company in respect of any other motor vehicle or motor vehicles compensation shall be recoverable under one Policy only
- (e) the proviso under the heading "Description of Drivers" contained in the Schedule hereto which applies to the vehicle(s) described in such Schedule shall apply in like manner in connection with any private car not belonging to the Insured.

## Section 4 – Medical Expenses

If the Insured or his driver or any occupant of any vehicle described in the Schedule hereto shall in direct connection with such vehicle sustain any bodily injury by violent accidental external and visible means the Company will pay to the Insured the medical expenses in connection with such injury up to the sum of €1,000 in respect of each person injured.

## Territorial Limits

In respect of events occurring anywhere within:-

- (a) Ireland, Northern Ireland, Great Britain, the Isle of Man or the Channel Islands
- (b) Other European Union Member States
- (c) Designated Areas [The Countries that the E.U. Commission is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the E.E.C. Directive on insurance of civil liabilities arising from the use of motor vehicles (No. 72/166/CEE)]

the full indemnity in force under the Policy as specified under “Cover Operative” on the Schedule applies.

## No Claim Discount

In the event of no claim being made or arising under this Policy during a period of insurance as specified immediately preceding the renewal of the Policy, the renewal premium shall be reduced as follows:-

<b>Period of Insurance</b>	<b>Reduction</b>
The preceding year	20%
The preceding two consecutive years	30%
The preceding three consecutive years	40%
The preceding four consecutive years	45%
The preceding five consecutive years	50% (Maximum)

If more than one vehicle is described in the Schedule hereto the No Claim Discount shall be applied as if a separate Policy had been issued in respect of each such vehicle. The expression “Claim” shall mean a claim or series of claims arising out of one cause.

## Limitations as to Use

**This Policy covers the undernoted uses:**

- (a) Use for social, domestic and pleasure purposes.
- (b) Use necessitated by the overhaul upkeep and/or repair of the vehicle for the Insured.
- (c) Use while towing any one disabled mechanically propelled vehicle.

**The Policy does not cover the undernoted uses unless specifically referred to in the Policy Schedule.**

- 1. Use for the Insured's business.
- 2. Use for the Businesses of the Insured and the Insured's Employer.
- 3. Use (but not driving) by the Insured.
- 4. Use for the purpose of the Insured's business as a farmer (which term shall be deemed not to include a nurseryman or a market gardener) including the carriage of goods in connection with such business but excluding use for house to house retail distribution.
- 5. Use by the Insured in person in connection with his business (other than that of a farmer) but excluding the carriage of goods or samples in connection with such business.
- 6. Use for commercial travelling.
- 7. Use for the carriage of goods in connection with the Insured's business but not for commercial travelling.
- 8. Use for racing, pacemaking, speed testing, competitions, rallies or trials.
- 9. Use for hire or reward.
- 10. Use for the carriage of passengers for hire or reward.
- 11. Use while drawing trailers but in no event while drawing a greater number of trailers in all than is permitted by law.

## Description of Drivers

- (a) The Insured.
- (b) Any person between the ages of 25 and 71 years inclusive who is driving on the Insured's order or with his/her consent provided such person holds or has held a Licence (other than a Learner Permit/Provisional Licence) to drive.
- (c) Any person specified by endorsement in the Schedule hereto.

PROVIDED THAT the person driving holds a licence to drive such vehicle or having held such a licence is not disqualified from holding such a Licence.

### Important Notice

All Policies are not issued on the above basis.

Any variations from the above descriptions are specified under "Endorsements Operative" on the Policy Schedule.

## Endorsements

Of the following endorsements the Policy is subject only to those referred to by number in the current Schedule to the Policy.

Unless otherwise indicated in the body of the endorsement the Index Mark and Registration Number of any vehicle and/or the Name of any person appearing in the Schedule against an Endorsement Number shall be deemed to restrict such endorsement to operate solely in respect of such vehicle(s) and/or person(s).

Endorsements are subject otherwise to the terms exceptions limitations and conditions contained in this Policy.

### 01: Excess (Accidental Damage Only)

The Company shall not be liable to pay the first amount as stated in the schedule against this endorsement number of any claim as defined hereafter in respect of loss of or damage to any vehicle described in the Schedule hereto unless such loss or damage is caused by fire, self-ignition, lightning or explosion or by theft or attempt thereat or results in a claim solely for replacement of broken windscreen or window glass.

The Insured shall indemnify the Company in respect of any sum not exceeding such first amount which the Company pays in respect of any such claim which may be the subject of indemnity under this Policy.

The expression "claim" shall mean a claim or series of claims arising out of one cause.

## **02: Excess (All Sections)**

The Company shall not be liable to pay the first amount as stated in the Schedule against this endorsement number of any claim other than claims solely for replacement of broken windscreen or window glass in respect of which indemnity is provided by any Section of this Policy.

The Insured shall indemnify the Company in respect of any sum not exceeding such first amount which the Company pays in respect of any such claim which may be the subject of indemnity under this Policy.

The expression "claim" shall mean a claim or series of claims arising out of one cause.

## **03: Third Party Only**

It is agreed that Section 1 (Liability to Third Parties) only is operative.

## **04: Third Party Fire and Theft**

It is agreed that liability shall only attach to the Company under Sections 1 and 2 but that no liability shall attach under the said Section 2 except for loss or damage caused directly by fire, self-ignition, lightning or explosion or by theft or any attempt thereat.

The Benefits expressed under the headings "Replacement Locks" and "Fire Brigade Charges" shall apply where cover under this Endorsement is operative.

It is further agreed that any claim in respect of fire, self-ignition, lightning or explosion or by theft or any attempt thereat will not result in the loss of No Claim Discount.

## **05: Insurance Suspended - All Policy Cover**

It is agreed that all insurance under this Policy is suspended.

## **06: Insurance Suspended - Third Party Only**

It is agreed that all insurance under Section 1 of the Policy (Liability to Third Parties) is suspended.

## **08: Excluding Named Person(s) From Driving**

It is agreed that this Policy shall be inoperative whilst any vehicle insured hereunder is being driven by or is for the purpose of being driven by or in the charge of any person named in the Schedule against this endorsement number.

## Endorsements - Continued

### 09: Named Person(s) Only Driving

It is agreed that the subsection "Persons Driving Insured Vehicle" of Section 1 (Liability to Third Parties) of this Policy and paragraph (c) of the "Description of Drivers" of this Policy shall apply solely in respect of the person(s) named in the Schedule against this endorsement number and that paragraphs (a) and (b) of the "Description of Drivers" are inoperative.

### 10: Including Drivers under the age of 25 years or over the age of 71 years

It is agreed that the subsection "Persons Driving Insured Vehicle" of Section 1 (Liability to Third Parties) and paragraph (c) of the "Description of Drivers" of this Policy shall include also any person named in the Schedule against this endorsement number.

### 13: Insured Only Driving

It is agreed that the sub-section "Persons Driving Insured Vehicle" of Section 1 (Liability to Third Parties) of this Policy and paragraphs (b) and (c) of the "Description of Drivers" are inoperative.

### 14: Interest of Owner

It is agreed that the indemnity provided by Section 2 of this Policy shall also apply in respect of the owner referred to in the Schedule against this endorsement number.

### 16: Indemnity to Employer

It is agreed that in terms of and subject to the limitations of and for the purpose of Section 1 (Liability to Third Parties) of this Policy the Company will indemnify the Insured's Employer named in the Schedule against this endorsement number in the event of an accident occurring whilst any vehicle in respect of which indemnity is granted by this Policy (other than a vehicle belonging to such Employer) is being used by the within-named Insured upon the business of such Employer.

#### **Provided That**

- (i) such Employer is not entitled to indemnity under any other Policy
- (ii) such Employer shall as though he were the Insured observe fulfil and be subject to the terms exceptions conditions and endorsements of this Policy in so far as they can apply.

## 17: Modification of Benefits

It is agreed that the subsection headed "Insured driving other Motor Cars (Private Type)" of Section 1 (Liability to Third Parties) and Sections 3 and 4 of this Policy are inoperative.

## 18: Personal Accident Weekly Benefit

It is agreed that the following Item (7) shall be deemed to be incorporated in this Policy immediately following Item (6) of Section 3

(7) Total disablement necessarily preventing any person named in the Schedule against this endorsement number from attending to business or occupation of any description or if such person has no occupation necessarily confining him to his house or apartment (limit 26 weeks) €10 per week.

No weekly compensation shall become payable until the total amount shall have been ascertained and agreed.

Payment shall be made under one only of Items (1) to (7) of Section 3 in respect of any one occurrence during any one period of insurance.

## 20: Personal Property

It is agreed that in respect of loss of or damage to Personal Property while in any vehicle described in the Schedule hereto by fire or theft (or attempt thereof) or by accidental means the Company will indemnify the Insured or at the request of the Insured such other person as may be the owner of the property so lost or damaged.

### **Provided That**

- (i) the total liability of the Company shall be limited to the amount stated in the Schedule against this endorsement number in respect of any one occurrence
- (ii) compensation payable to any person other than the Insured shall be paid direct to such other person who shall as though he were the Insured observe fulfil and be subject to the terms exceptions conditions and endorsements of this Policy in so far as they can apply and whose receipt shall be a full discharge in respect of any liability hereunder
- (iii) the Company shall not be liable in respect of loss of or damage to goods or samples carried in connection with any trade or business
- (iv) the Company shall not be liable in respect of loss of Cash or fraudulent use of Credit Cards or Cheques.

It is further agreed that any such claim will not result in the loss of No Claim Discount.

## Endorsements - Continued

### 22: Specified Trailer -Attached/Detached - Cover as Policy

It is agreed that the indemnity provided by this Policy shall apply in respect of the trailer/s full details of which is/are described in the Schedule of this Policy. For the purpose of this Policy any such trailer and plant forming part of or permanently attached to such trailer shall together be deemed to constitute a trailer

#### **Provided That**

- (1) cover shall be inoperative in respect of liability arising out of the operation as a tool of such trailer or of plant forming part of such trailer as attached thereto except as far as is necessary to meet the requirements of the Road Traffic Acts
- (2) the Company shall not be liable to indemnify the Insured in connection with any vehicle or trailer whilst such vehicle is drawing a greater number of trailers in all than is permitted by law.

### 26: Third Party Detached Trailer Cover

It is agreed that the Company will indemnify the Insured in terms of and subject to the limitations of the indemnity which is granted by Section 1 (Liability to Third Parties) of this Policy in respect of the trailer shown against this Endorsement Number on the Schedule, whilst detached from and not being towed by any vehicle.

### 33: Legal Fees (Manslaughter)

The Company will pay for legal fees incurred with its written consent for defence in the event of proceedings being taken for manslaughter or under the Road Traffic Acts for dangerous driving causing death or serious bodily harm in respect of any injury to person which may be the subject of indemnity under Section 1 of this Policy.

#### **Provided That**

- (1) in the event of expenses exceeding €2,500 the Insured shall repay to the Company any further expenditure in respect of such expenses
- (2) the Company may at any time relieve itself of any further liability in respect of such legal services upon paying to the Insured the said sum of €2,500 less the expenses incurred by the Company to date of payment.

The provisions of this Section are in addition to any indemnity which may be provided in this Policy in respect of legal defence or representation.

### **36: Breakage of Glass In Windscreens or Windows**

It is agreed that the Company will indemnify the Insured in respect of damage to windscreens or windows subject to the terms, exceptions and Limits of Indemnity stated in the Schedule for any vehicle described in the "Description of Vehicle". It is agreed that any such claim will not affect the scale of No Claim Discount herein described.

### **50: Excluding Learner Permit/Provisional Licence Holders**

The Company will not indemnify the Insured or other persons while any vehicle described in the Schedule hereto is being driven by a person who is the holder of a Learner Permit/Provisional Licence only.

### **51: Including Named Learner Permit/Provisional Licence Holders**

The Company will not indemnify the Insured or other persons while any vehicle described in the Schedule hereto is being driven by a person who is the holder of a Learner Permit/Provisional Licence only, other than any person named in the Schedule against this endorsement number.

### **54: Exclusion of "Insured Driving Other Motor Cars (Private Type)"**

It is hereby declared and agreed that the Clause of this Policy headed "Insured Driving Other Motor Cars (Private Type)" is deleted.

### **70: Open Driving**

It is agreed that the Section of this Policy headed "Description of Drivers" is amended to read as follows:

- (a) The Insured
- (b) Any person who is driving on the Insured's order or with his consent provided such person holds or has held a licence to drive such vehicle or having held such a licence is not disqualified from holding such a licence.

### **71: No Claim Discount Protection Cover**

It is agreed that where the No Claim Discount would otherwise, under the terms of this Policy, be forfeited as a result of a claim the effect of this endorsement is that the No Claim Discount will not be forfeited and will be calculated as though a claim did not occur as follows:-

If your entitlement at next Renewal Date is:

50%	it remains protected at 50%
45%	it remains protected at 45%
40%	it remains protected at 40%
30%	it remains protected at 30%
20%	it remains protected at 20%

## 72: Car Breakdown Assistance Cover - Freephone 1800 323 888 (Northern Ireland & UK 00 353 91 560622)

It is agreed that in respect of immobilisation of the **car described in the Schedule** as a result of an accident, mechanical breakdown, fire, theft or any attempt thereat, malicious damage, punctures that require assistance to fix or replace a wheel, lost keys, stolen keys, keys broken in the lock or locked in the car, happening during the period of insurance within the Island of Ireland or in England, Scotland and Wales.

The Company will pay for the following kinds of benefits:

### Roadside & Doorstep Assist

One hour's free labour at the roadside or at your home or your place of work if the car can be repaired in situ. Note: The insured driver must be with the car when the repairer arrives. If there is no insured driver with the car when the repairer arrives, no benefits shall be applicable under this endorsement.

### Towing

If the car has broken down away from home or at home and repairs cannot be carried out in situ, the Company will cover the cost of towing the car to the nearest competent repairer or to your own garage, whichever is the closer.

### Completion of Journey within Ireland

If repairs cannot be carried out at the roadside and you are more than 30KM away from your Home, we will arrange and pay for:

- Onward public transport of the Insured driver and passengers home or to the intended destination  
OR
- A replacement car for up to 48 hours and public transport back to collect your car when repaired  
OR
- Overnight accommodation for one night only, while repairs to the car are being carried out subject to a maximum value of €35 per person and €175 in total.

### Theft of Car within Ireland

In the event of theft of the car which is not recovered within 24 hours, where that theft has been reported to us and the Gardai, the Company will provide a replacement car for up to **five** days or until your car is recovered, whichever is the sooner.

### 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, subject to a monetary limit of Stg £100.

If the car cannot be repaired before departure date, the Company will cover the cost of towing the car to the port you are leaving from subject to a monetary limit of Stg £250.

## Message Relay

We will pass on two urgent messages for you.

## Limits of Responsibility

We will not be responsible to you if we are unable to provide the services specified by this endorsement as a result of:

- The Commercial Conditions applied by Car Hire Companies, which will include but may not be limited to the driver providing a Full Licence free of Endorsements, Credit Card deposit and returning of the hire car to a pick-up point.
- Any Government control restrictions prohibitions or any other act or omission of any Government agency or local authority, or the default of any supplier, agent or other person or of labour disputes or difficulties.
- Any other event beyond our reasonable control.
- If we have to make a forced entry to your car because you are locked out, you must sign a declaration, saying that you will be responsible for the damage.
- Cover is not applicable if your vehicle is modified for, or is taking part in, racing, trials or rallying

## Exclusions to Car Breakdown Assistance Cover

The Company shall not be liable:

1. For any liability or consequential loss arising from any act performed in the execution of the assistance services provided.
2. To pay for expenses, which are recoverable from any other source.
3. For any claim arising where the car is carrying more passengers or towing a greater weight than that for which it was designed as stated in the Manufacturer's specifications or arising directly out of the unreasonable driving of the car on unsuitable terrain.
4. For any accident or breakdown brought about by an avoidable, wilful and deliberate act committed by the Insured.
5. For the cost of repairing the car other than outlined in the benefit "Roadside & Doorstep Assist" above.
6. For the cost of any parts, keys, lubricants, fluids or fuel required to restore a car's mobility.
7. For any claim caused by fuels, mineral essences or other flammable materials, explosives or toxins transported in the car.
8. We may refuse assistance in circumstances where a driver is clearly intoxicated.

**FBD Car Breakdown Assistance is a 24 Emergency assistance service in the event of Car Breakdown.**

**The Choice of the assistance supplied depends on the options available to the assistance provider at the time of the request for assistance.**

**The Company shall not be liable for any expenses you accrue without dialling the Freephone Car Breakdown Assistance Line.**

## 81: No Claim Discount Protector Plus

It is agreed that loss of No Claim Discount shall not occur:

1. In the event of a claim or claims for Fire or Theft or Windscreen for which indemnity is provided under the terms of the Policy;
2. In the event of any single claim (amount unrestricted) which would otherwise affect the No Claim Discount provided that:
  - (a) The Policy has been in force for 36 consecutive months with FBD;
  - (b) The Policy has been free of claims for this period (Fire, Theft and Windscreen claims excepted).

It is further agreed that where the No Claim Discount would otherwise be forfeited in its entirety as a result of any one claim, the No Claim Discount will not be forfeited in its entirety but will be calculated as follows:

50%	it remains protected at 30%
45%	it remains protected at 30%
40%	it remains protected at 30%
30%	it remains protected at 20%
20%	it remains protected at 0%

## 84: Driver Accident Cover

The Company will pay one of the following benefits if the Insured Policyholder **OR** any Insured driver suffers accidental bodily injury in connection with an accident in the insured car and if within 3 months of the date of the accident, the injury results in:

	<b>Benefit</b>
Death	€20,000
Total and irrecoverable loss of sight in one or both eyes	€10,000
Total loss of one or more limbs which have been severed at or above the wrist or ankle	€10,000
Hospital expenses after an accident for which there is a claim under your Policy. Benefit payable for up to 52 weeks	€350 per week
Medical and physiotherapy expenses	€1,000

### **Excluding:**

- any injury resulting from suicide or attempted suicide;
- anyone who is driving under the influence of alcohol or drugs at the time of the accident;
- any hospital benefit in respect of the first 3 days of hospitalisation;
- any medical or physiotherapy expenses which are recoverable under other insurances;
- any claim in respect of more than one item in respect of the same bodily injury;
- any injuries resulting from motor accidents which have not been reported to An Garda Síochána or other relevant policing authority.

## General Exceptions to the Policy

The Company shall not be liable

(1) In respect of

- (a) any liability (in excess of the common law or the statutory liability applicable to the case) undertaken by the Insured by special contract
- (b) any loss damage liability and/or injury arising out of any event occurring
  - (i) while any vehicle described in the Schedule hereto is being driven by or is for the purpose of being driven by him in the charge of any person other than a driver as described under the heading "Description of Drivers" in this Policy or
  - (ii) while any vehicle in connection with which insurance is granted under this Policy is being used otherwise than within the Limitations as to Use.

(2) except under Section 1 in respect of any loss damage and/or injury arising during (unless it be proved by the Insured that the loss damage and/or injury was not occasioned thereby) or in consequence of Earthquake Riot or Civil Commotion

(3) (except so far as is necessary to meet the requirements of the Road Traffic Acts) in respect of

- (a) (i) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (ii) any legal liability of whatsoever nature  
*directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radio-activity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel*
- (b) any consequences of War Invasion Act of Foreign Enemy Hostilities (whether War be declared or not) Civil War Rebellion Revolution Insurrection or Military or Usurped Power
- (c) loss, damage, cost or expense of whatsoever nature or any legal liability for personal injury to third parties or damage to property belonging to third parties directly or indirectly caused by or resulting from or in connection with:
  - (i) Any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
  - (ii) (a) biological or chemical contamination
  - (b) missiles, bombs, grenades or explosivesdue to any act of terrorism.

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

For the purpose of (ii) (a) "contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

This exception also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this exception is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

- (d) (i) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage.

Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property which is insured shall be covered.

- (ii) Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.
- (4) in respect of claims by any person for injury arising out of and in the course of the employment of the injured person or damage to his property where this provision is not inconsistent with the provisions of the Road Traffic Acts.

## Policy Conditions

**This Policy and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such meaning wherever it may appear.**

Any condition of this Policy or of any Endorsement herein in so far as it is a prohibited condition within the meaning of Part VI of the Road Traffic Act 1961/1968 shall not be a condition affecting the right of any person to recover an amount under or by virtue of the provisions of Section 76 of the said Act.

1. **Claims/Summonses & Prosecutions:** The Insured shall give notice in writing to the Head or any Branch Office of the Company immediately after the occurrence of any event in consequence of which the Company may become liable under this Policy with full particulars thereof or where such event did not occur in the Insured's presence within 48 hours after the occurrence of such event first came to his knowledge together with such particulars of such event as are in his knowledge or procurement.

Every letter, claim, legal proceedings including writ, civil bill, civil summons or other notice and every correspondence, communication or notice from the Personal Injuries Assessment Board (PIAB) shall be notified and forwarded unanswered to the Company immediately on receipt.

Notice shall also be given in writing to the Company immediately the Insured shall have knowledge of any impending prosecution or inquest in connection with any such event.

2. **No admissions:** No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for Indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
3. **Other Insurance:** If at the time any claim arises under this Policy there is any other existing insurance covering the same loss, damage or liability the Company shall not be liable except under Section 3 (Personal Accident) of this Policy to pay or contribute more than its rateable proportion of any loss, damage, costs or expenses.

Provided always that nothing in this condition shall impose on the Company any liability from which but for this condition it would have been relieved under Proviso (a) of Section 1 (Liability to Third Parties) to the cover granted to persons driving the insured vehicle or to the cover granted to passengers for their acts of negligence.

4. **Reasonable Care:** The Insured shall take all reasonable steps to safeguard from loss or damage and maintain in efficient condition any vehicle described in the schedule hereto and the Company shall have at all times free access to examine such vehicle.

In relation to precautions against frost damage it is essential that anti-freeze be used in the proportions recommended by the manufacturer and that where possible the vehicle should be garaged.

5. **Disagreements over a claim:**

All disagreements arising out of this Policy shall be referred to the decision of an arbitrator to be appointed by the parties or, failing agreement, by the President for the time being of the Incorporated Law Society of Ireland. Where any difference is referred to arbitration, the making of an award shall be a condition precedent to any right of action against the Company. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of the liability shall be deemed to have been abandoned.

6. **Due Observance & Fulfilment:** The due observance and fulfilment of the terms provisions conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.
7. **R.T.A. Obligations:** The Insured shall repay to the Company all sums paid by the Company in respect of any claim under this Policy which the Company would not have been liable to pay but for the provisions of the Road Traffic Acts and all expenses incurred by the Company in connection with any such payment.

8. **Cancellation of Policy:**

- (a) The Company may cancel this Policy by sending ten days' notice by registered letter to the Insured at his last known address and in such event, provided no claim has occurred, will return to the Insured the premium less the pro rata portion thereof for the period the Policy has been in force.
- (b) You, the Insured, may cancel the Policy at any time by sending us instructions in writing and returning the Insurance Certificate and Disc on issue. Provided no claim has occurred during the period of insurance, the Company will return the premium for the unexpired period of cover less an administration charge.

## Policy Conditions - Continued

### 9. **Suspension of Policy:**

The cover under Section 1 "Liability to Third Parties" and/or the complete Policy cover can be suspended at your written request. If the suspension is for a period of 28 consecutive days or more, the Company will allow a suspension rebate of the proportion of the premium representing the suspended period of cover less an administration charge. During any suspension period, the Company will continue to collect Direct Debit instalments. The suspension will be effective from the date the relevant Certificate of Motor Insurance and Insurance Disc have been surrendered to FBD. In the event of suspension following a claim, there is no refund allowable.

10. **The Insured:** The expression "the Insured" shall for the purposes of these conditions and so far as the context permits be deemed to include a reference to the Insured's personal representatives.

11. **Windscreen and Window Glass:** The Indemnity under Section 2 of this Policy in respect of accidental breakage of glass in the windscreen or window(s) of the vehicle described in the Schedule shall not exceed €223 in respect of any one claim. This limit however does not apply if the vehicle is taken to one of FBD's Approved Suppliers for windscreen and window glass replacement or repair.

**For Approved Suppliers, contact us on 1890 953 953**

12. **Policy Enhancements:** If we amend or replace any Policy wordings, conditions, exclusions or endorsements during the period of insurance which improve, broaden or extend the Policy to your benefit, then, provided no additional premium is normally payable, this benefit is automatically passed on to you.

# Terms of Business Distance Sales Information

The document is issued for your protection and is required by the Financial Regulator. If you do not fully understand any of the content or wish to have more information on any of these matters, please let us know

## Who are FBD?

FBD Insurance plc is a wholly owned subsidiary of FBD Holdings plc. The Company is registered in the Company Registration Office under Company number 25475 and is registered for Value Added Tax (VAT), registration no 9F 72885 E. FBD Insurance plc is authorised by the Financial Regulator as a non-life insurance company and is a member of the Irish Insurance Federation and subscribes to its voluntary code of conduct. The Registered Office of FBD Insurance plc is at FBD House, Bluebell, Dublin 12.

## What service does FBD offer?

The service provided by FBD Insurance plc includes the sale of and advice on the following insurance products:

Private Motor	Employers' Liability	Property - Fire & Perils	Credit
Commercial Motor	Public Liability	Property - Material	Guarantee
Agricultural Motor	Products' Liability	Damage All Risks	Goods in Transit
		Miscellaneous	Personal Accident
		Financial Loss	

## How can I contact FBD?

Log on to our website [www.fbd.ie](http://www.fbd.ie)

Phone **1890 617 617**

Phone or call into any of our branch offices nationwide.

## How can I pay FBD Insurance?

FBD will accept payment for Internet transacted business:

- Annually by credit card or debit card, or
- Monthly by Direct Debit instalments. Where Direct Debit instalments are selected, the initial instalments must be paid by credit card/debit card The Direct Debit interest rate may be varied and will be notified to you prior to the completion of the Credit Agreement.

In respect of classes of insurance arranged through our Local Offices we will accept payment by cheque, cash and credit card/debit card.

### Quotation Period

Quotes given are valid for a period of thirty (30) days.

### Premium Period

If you pay by Direct Debit and do not keep up your payments, you will not be covered under this Policy from the date the premium was due.

### Duty of Disclosure

You have a duty to tell us all facts likely to influence how we assess, and if we accept, your proposal. If you fail to pass on any documents or information required, act dishonestly or outside of the terms of the contract or agreement, we may cancel your Policy, declare the Policy to be void and refuse to pay any claim under the Policy. If you are in any doubt whether certain facts are important, please ask us.

### Cancellation Rights

**Cancellation by You:** You may cancel the Policy at any time by sending us cancellation instructions in writing and in the case of motor vehicle insurance return the Insurance Certificate and Disc on issue. Provided no claim has occurred or is pending during the period of insurance, we will return to you premium as follows:

- a) **Within Cooling-off Period:** If instruction is received within 14 days of the date of you taking out cover, or the date you receive your Policy documentation, whichever is the later, we will return your premium paid less a pro-rata premium for the period you have been on cover.
- b) **At any time after the Cooling-off Period:**

In the first year of insurance	Premium Value of Policy	Administrative Charge
	Up to €500	€50
	€501 to €1,000	€60
	€1,001 to €2,000	€75
	€2,001 and over	€100
From year two onwards	€40 Flat Administrative Charge for cancellations will apply.	

### Cancellation by Us:

If we have to cancel your Policy, we will send you seven days' notice (and 10 days' notice in the case of motor vehicle insurance policies) by registered letter to your last known address and in such an event provided no claim has occurred, we will return to you the premium paid for the period of insurance still left to run on the policy. We will apply a €50.00 administration charge to any policy that is taken out and subsequently cancelled by us because the information given to us over the phone or online or in person to a company official was incorrect or where any requested documentation required to complete the contract is not submitted.

## Mid-term Amendments

We do not request or refund premium values of €15 or less which arise out of Mid-term Amendments due to the administration costs involved.

## Claims

All claims will be dealt with fairly and efficiently within the terms of your Policy. FBD Insurance plc will make every effort to ensure you are provided with a high level of customer service. You are reminded that you will be responsible for an initial amount known as an Excess which will be highlighted to you at the point of sale and shown on your Policy documentation.

## Complaints

FBD Insurance plc values your feedback especially if we fail to deliver a high standard of service. Your feedback provides us with an opportunity to rectify a problem and ensure it does not recur.

If you would like to give us feedback on your experience with us, or have a cause for complaint, please contact us at **1890 617 617** or e-mail us at [info@fbd.ie](mailto:info@fbd.ie).

If you are not satisfied with our response or, indeed, how the complaint has been handled, you may refer the matter to: The Insurance Director, FBD Insurance plc, FBD House, Bluebell, Dublin 12, who has the responsibility within FBD for complaints handling. If we have given you our final response and you are still dissatisfied, you may refer your case to:

Financial Services Ombudsman's Bureau, 3rd Floor,  
Lincoln House, LincolnPlace, Dublin 2

- LoCall: **1890 88 20 90**
- Phone: **01 662 0899**
- Fax: **01 662 0890**
- Email: [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie)
- Web: [www.financialombudsman.ie](http://www.financialombudsman.ie)

## Governing Law and Language

The Laws of Ireland will apply to your Policy and the Irish courts will have jurisdiction to hear any dispute regarding your Policy unless otherwise agreed by us and stated on your Policy documentation. Policy documentation and all communications in respect of the Policy will be in English.

## Conflicts of Interest

We will try to avoid conflicts of interest, but if you feel that a conflict of interest exists or your interests have not been fairly protected, please contact us to give us the opportunity to resolve any issues you have.

# Data Protection Statement

This Data Protection Statement outlines how FBD Insurance plc will use the information provided by you.

## Identity

FBD Car Insurance is administered and underwritten by FBD Insurance plc. In this Data Protection Statement "The Company", "We" "Us" and "Our" refer to FBD Insurance plc. If you have any enquiry about the data protection and privacy practices please write to: Data Protection Officer, FBD Insurance plc, FBD House, Bluebell, Dublin 12.

All personal information is held in the strictest confidence and used only for the purposes for which we collect. Under Section 4 the Data Protection Acts you have a right to receive a copy of personal data held by us. A request should be made in writing and accompanied by a fee of €6.35 (cheques should be payable to FBD), to the Data Protection Officer at FBD House, Bluebell, Dublin 12.

## Purpose

The information that you provide will be held by FBD Insurance plc and used for the purposes of providing and servicing insurance products including activities such as underwriting, processing, claims handling and the provision of services, such as Car Breakdown Assistance, undertaking market research and fraud prevention or detection.

We may share information with agents or service providers, other insurers and their agents, industry trade or regulatory bodies in connection with quoting, providing and servicing insurance products you have purchased from us.

To prevent fraud and to ensure that any payments or refunds can be paid to you, we keep your credit card and bank details for the duration of your Policy. By providing us with your financial details, you are consenting to us doing so.

In the event of you having to make a claim under your Policy, the information you provide to us as part of your claim application will be processed by us to confirm your identity and process your application. To this end it may be necessary to share your information with our services providers, investigators and with certain third parties, and to cross-reference this information against relevant insurance industry registries and publicly available databases. These third parties may retain a record of your information.

## Data Protection Statement - Continued

### Telephone Conversations:

We may monitor and record telephone calls in order to improve our service and to prevent and detect fraud.

### Direct Marketing:

We may use your information for direct marketing purposes by post, telephone, e-mail or text message to keep you advised of other products and services within the FBD Group, unless you have indicated otherwise to us at quotation stage or indeed anytime thereafter.

### Sensitive Data and Data Relating to Other Persons

For the purposes of providing an insurance quotation we will need to collect sensitive data about you and other persons connected to the Insurances. Such sensitive data may relate to health conditions and or criminal convictions. The information is crucial to the underwriting of insurance. When seeking a quotation or taking out a policy with us, you are representing to us that you have been granted authority to disclose information sought in respect of each person for whom cover/quotation is required and accordingly all references in these statements which apply to you shall also apply to any other person named for whom cover/quotation is required and details are given.

## What to do in the unfortunate event of an accident

1. Do not admit liability for the accident.
2. Take the Registration Number of the vehicles involved. (This, along with the Insurer's name and Policy Number should be on the Disc on the windscreen).
3. Exchange names and addresses with relevant persons.
4. Notify the Gardai immediately but in any event no later than 24 hours thereafter if there is any injury to persons or animals or if your car is stolen or damaged as a result of theft or malicious damage.
5. Keep a record of all injuries and damage sustained and draw a sketch map of the scene.
6. If there are witnesses, get their relevant details, i.e. names, addresses, telephone numbers etc.
7. Notify FBD immediately. Contact your Local Office or ring **FBD Car Accident Assist Line at: 1850 323 121**.
8. All correspondence regarding the accident should be sent, unanswered, to **FBD INSURANCE plc**.

Notice of any prosecutions should also be sent to **FBD INSURANCE plc**.





**FBD Insurance plc**  
**FBD House**  
**Bluebell**  
**Dublin 12**  
**Ireland**

**T: 1890 617 617**  
**E: [Info@fbd.ie](mailto:Info@fbd.ie)**  
**[www.fbd.ie](http://www.fbd.ie)**

**F|B|D**