



# **Bump** insurance

## Policy Document

UNDERWRITTEN BY



**Issue 2019 12**

THIS INSURANCE POLICY IS UNDERWRITTEN BY:



Arch Insurance (EU) Designated Activity Company trading as Alwyn Europe  
Block 3 The Oval,  
160 Shelbourne Road,  
Ballsbridge,  
Dublin 4

Arch Insurance (EU) Designated Activity Company, trading as Alwyn Europe  
is regulated by the Central Bank of Ireland.

THIS INSURANCE POLICY IS ARRANGED AND ADMINISTERED BY



The Bushels  
Cornmarket  
Co. Wexford  
Telephone: 091 42 11 11  
Email: [info@bump.ie](mailto:info@bump.ie)  
[www.bump.ie](http://www.bump.ie)

# Bump Insurance

## Bump Policy document

### Welcome to Bump

Thank You for choosing to insure with Bump, on behalf of the Underwriters. This document, together with Your Policy Schedule and Certificate of Motor Insurance, is a legally binding contract between You and Us.

Our Bump Car Policies let You choose the level of cover that suits You best. Your Schedule shows what parts of the Policy apply to You. Please keep the Schedule and this booklet in a safe place.

The contract is based on information and documents that You have provided to Us. This information is either in a Proposal Form signed by You, or in a document that confirms statements You have made, called a Statement of Fact. You must be sure the information You have given to Us is true and complete.

This contract is subject to Irish law, unless We, the Underwriter, and You, the Policy Holder, both agree otherwise. We pay the stamp duty required under the Stamp Duties Consolidation Act, 1999. Because You have paid the premium, We have agreed to insure You for the period shown in Your Schedule, subject to the terms, conditions and exclusions in this booklet. These include any endorsements (changes or additions) that We may make to Your Policy, the Certificate of Motor Insurance, or the Schedule. This insurance applies within the Territorial Limits described in Definitions unless We and You, the Policy Holder, agree otherwise.

### If You ever need to make a claim please call Us on:

**Republic of Ireland:**

**091 42 11 11**

**Outside Republic of Ireland:**

**+353 91 42 11 11**



Tony Wright CEO  
Bump Insurance

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# Important Information

## Disclosure of information

The contract of motor insurance is made up of the following which should be read together:

- this booklet and Your Schedule, which form one document,
- the Certificate of Motor Insurance, and
- the information You gave to Us in the Proposal Form that You signed, or in the Statement of Fact document.

It is vital that You provide all relevant information when You take out this Policy or when You renew it. If You do not disclose all relevant information, Your Policy could be declared void and You would not be insured. If this happens, You will have to pay back any claims We have paid or may have to pay by law. In addition, We may refuse to deal with any future or ongoing claims from You. Having a Policy declared void may make it more difficult or more expensive for You to buy insurance in the future. If You are not sure whether information is relevant, You should tell Us.

## Your right to a cooling-off period

You may cancel this Policy within 14 days of the start date or renewal date, without penalty and without giving a reason, by returning the Certificate of Motor Insurance and the insurance disc to Us. If You have not made or incurred any claims within the 14-day period, We will refund Your premium, less a proportionate amount for the days that You were insured by Us.

## Insurance Act 1936

In accordance with Section 93 of the Insurance Act 1936, all money that is paid or will be paid to You under this Policy will be paid in the Republic of Ireland.

## Vehicles registered outside the Republic of Ireland

If We agree to insure a Car that is registered outside the Republic of Ireland, it is on the basis that You will re-register it here. We have to notify the Revenue Commissioners about any vehicle We insure that is not registered in the Republic of Ireland.

We cannot insure Your non-Irish registered Car while You are using it in the country where it is registered.

## Following an accident

By law, You must stop after an accident if there is damage to any vehicle or property, or injury to any person or certain animals including dogs and horses. Also by law, You must give Your name, address and insurance details (Our Company Name and contact number, and Your Policy number) to anyone with good reason to ask for them. Also, all other drivers must give their details to You. You should make sure You get the names, addresses and phone numbers of all drivers, passengers, or pedestrians involved, and of any witnesses to the incident.

Never accept the blame or admit responsibility for an accident, or offer to pay for any damage. Please tell Us if any other person says they are to blame.

If there is an accident, You must immediately do whatever You can to protect Your Car and its accessories. You (or Your legal representative) must give Us full details by phoning the claims helpline within 24 hours of any event that could lead to a claim under this Policy. Sometimes, We will need further details in writing.

You must send Us every letter, claim, or notification of legal proceedings (such as a writ, civil bill or civil summons), any correspondence or other notice from Injuriesboard.ie, and every other correspondence, communication or notice that concerns the accident, as soon as You receive them. You should not answer them Yourself.

## **Accident Contact Numbers**

You can contact Us on:

### **Bump Windscreen Assist**

Republic of Ireland Telephone: 1850 5 12345

### **Bump Accident Line**

Republic of Ireland Telephone: 091 42 11 11

Outside Republic of Ireland Telephone: +353 91 42 11 11

### **Breakdown Assistance Helpline number**

Republic of Ireland: 1800 812 228

Northern Ireland: 00 353 91 545 972

For full details of Breakdown Assistance cover, refer to endorsement 7 – Breakdown Assistance.

Please let Us know immediately about any event which could lead to a claim.

## **About the Insurers**

This Policy is arranged by:

Bump Insurance

The Bushels

Cornmarket

Wexford

Telephone: 091 42 11 11

Email: [info@bump.ie](mailto:info@bump.ie)

This Policy is underwritten by the Underwriters shown in Your Schedule.

# Definitions

In this booklet, certain words have a specific meaning. We have defined these below:

## **Approved Repairer**

A Tradesperson or Company that We have approved and authorised to repair Your Car, after a claim.

## **Approved Windscreen Supplier**

A Tradesperson or Company that We have approved and authorised to repair or replace the windscreen or other glass in Your Car, after a claim.

## **Bodily Injury**

Physical damage to a person's body that was caused by a motor accident or incident.

## **Certificate of Motor Insurance**

The document We sent You when You bought or renewed this Policy, which proves that You have the current motor insurance You need by law.

## **Endorsement**

A change or addition to the terms of the Policy. Endorsements may be included in this document or sent to You separately.

## **Excess**

The amount You must pay towards the cost of any claim.

## **Fire Brigade Charges**

Money You will have to pay a fire authority, after a claim, to:

- control or put out a fire in or on Your Car; and / or
- remove the driver or Passengers from Your Car using cutting equipment.

## **Insured Person**

- You and anyone else You have given Us information about and that We have agreed to insure;
- any person entitled to drive under the terms of Section 6 of Your Certificate of Motor Insurance, except a person in the motor trade driving Your Car for the purposes of overhaul, upkeep or repair;
- anyone who is using (but not driving) Your Car for social, domestic, or leisure purposes, with Your permission;
- anyone who is inside, getting into, or getting out of Your Car, with Your permission;
- the owner of Your Car (if You ask Us);
- the employer or business partner of any Insured Person for business use, within the terms of the Certificate of Motor Insurance; and
- any other individual or business that We have agreed to cover.

**Ireland**

The Republic of Ireland.

**Market Value**

The amount of money You would have got for Your Car if You offered it for sale at the time of the accident, loss or damage.

**Partner**

Your husband, wife, or other person You are in a relationship with, who lives at the same address as You and shares financial responsibilities with You. This does not include business partners or associates.

**Passenger**

Any person (other than the person driving) who is inside Your Car, or getting into or out of it.

**Period of Insurance**

The period of time covered by this Policy that is shown in Your Schedule, and any further period that We agree to insure You for.

**Private Car**

Any vehicle built mainly for carrying Passengers and taxed for private use only, excluding motorcycles, car-vans and other commercial vehicles.

**Proposal Form / Statement of Fact**

The document completed and signed by You, or produced on Your behalf by an insurance intermediary or someone else. This includes all the information You have given Us and confirms declarations You made at the time the insurance was arranged. We have relied on the truth of this information when agreeing to offer You this contract of motor insurance.

**Schedule**

The document that We sent to You when You bought or renewed this Policy, which gives details of the cover You have.

**Territorial Limits**

All endorsements except, endorsement 6 – Legal Assistance, and endorsement 7 – Breakdown Motor Assistance:

This Policy provides the motor insurance cover described in Your Schedule in the Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, and during journeys between these places.

**Section 1 – Liability to Others (Third Parties)**

In addition to the territories shown above, this Section provides the minimum level of cover that is required while Your Car is being used anywhere within the European Union, and in other countries that are members of the Green Card system.

**Section 2 – Loss of or Damage to Your Car**



In addition to the territories shown above, this Section provides cover while Your Car is used anywhere in the European Union, and in other countries that are members of the Green Card system. This cover applies for a maximum aggregate number of days (that is, the total number of days spent in these countries during one or more journeys) in each Period of Insurance, which is shown in Your Schedule.

Please refer to endorsement 6 – Legal Assistance and endorsement 7 – Breakdown Assistance, for the Territorial Limits that apply to those endorsements.

### **Terrorism**

An act contrary to the Criminal Justice (Terrorist Offences) Act 2005 or any similar legislation in any other country that this Policy covers.

### **Tracking Device**

A piece of equipment used for remotely establishing the location of Your Car that is:

- operational at the time of the loss or damage;
- connected to a 24-hour monitoring service provider (whose charges are paid up to date at the time of loss or damage);
- capable of being globally tracked to at least street level; and
- capable of automatically reporting vehicle movement to the monitoring service provider while the ignition is off.

### **We, Us, Our**

The insurer for each Section in this Policy, as shown in Your Schedule.

### **You, Your**

The Policy Holder named in Your Schedule.

### **Your Car**

A vehicle You have given Us details of and that We have agreed to insure.

# Section I: Liability to Others

## What is covered under this Section

### IA Driving Your Car

We will pay any money that You are liable to pay, or that any person who We have agreed to insure is liable to pay, including legal costs and expenses, in the event of:

- death of or Bodily Injury to other people as a result of an accident involving the use of Your Car; or
- damage to property belonging to other people as a result of an accident involving the use of Your Car. The maximum amount We will pay in respect of damage to property, including related legal costs and expenses, is €30,000,000.

### IB Driving other cars

If Your Schedule and Certificate of Motor Insurance show that You have this cover, We will insure You only for the events described in Section IA (above) that happen as a result of an accident involving Your use of any other Car that:

- You do not own;
- is not hired to You under a hire-purchase, contract-hire, or other lease agreement;
- is registered in the Republic of Ireland
- is being used by You with the owner's permission; and
- is not covered by any other insurance policy that covers Your liability while driving it.

You must meet the conditions of paragraph 5(b) of Your Certificate of Motor Insurance.

### IC Compulsory Insurance in the European Union and other countries

This Policy provides the minimum insurance cover required by law in any country that is a member of the Green Card system. These are countries that are either:

- a member of the European Union (EU), or
- party to an agreement with the EU, to comply with Article 7(2) of the EC Directive on insurance of civil liabilities arising from the use of motor vehicles (number 72/166/EEC).

There is a list of member countries of the Green Card system at the website of the Council Of Bureaux ([www.cobx.org](http://www.cobx.org)) The list changes from time to time. Neither Bump Insurance nor the Underwriters providing cover under this Policy have any control over the content of this website.

If the minimum insurance cover required by law in another country is lower than the minimum cover required in Ireland, the minimum cover required in Ireland applies.

### ID Trailers

We will cover any Insured Person under the terms of this Section while they are towing a trailer; if the driver's licence permits it. The trailer must be used in accordance with the vehicle and trailer manufacturers' specifications and instructions.

We will also cover You alone, under the terms of this Section, for any detached trailer You own or that is in Your care, if Your driving licence allows You to tow it.

## **IE Use by a member of the motor trade**

If Your Car is being used by a member of the Motor Trade because it needs overhaul, upkeep, or a repair, this Policy covers You alone under the terms of this Section and does not cover the person in the Motor Trade who is using it.

### **What is NOT covered under this Section**

We will NOT pay for:

1. any liability, loss, damage, or expense caused by any driver that is disqualified from driving, has never held a driving licence, or is prevented by law from holding one;
2. any liability, loss, damage, or expense caused by any driver who has failed to disclose penalty points or motoring convictions to Us;
3. any liability, loss, damage, or expense caused by any driver that does not meet the conditions of their driving licence, including (but not limited to) the requirement to be accompanied by another fully licensed driver;
4. the liability of anyone who is insured under another Policy;
5. any loss of or damage to property that belongs to (or is with) an Insured Person who is driving any vehicle covered by this Section;
6. damage to any vehicle being driven or used by a person claiming cover under this Section;
7. any liability that arises because an Insured Person deliberately causes death, injury or damage;
8. any liability, loss, damage, or expense, if anyone claiming cover under this Section does not keep to its conditions;
9. any liability, loss, damage, or expense caused by any person in the motor trade driving Your Car while it is being repaired or serviced; or
10. death of or injury to anyone driving (or in charge of) a vehicle covered by this Section.

## Section 2: Loss of or Damage to Your Car

**Your Schedule shows whether You have this cover**

### What is covered under this Section

#### 2A Loss of or damage to Your Car

We will pay for loss of or damage to Your Car, or any part of it or its accessories and spare parts, while it is in any of the territories covered by this Policy, or while being transported by sea (including loading and unloading) between any ports in those territories.

#### 2B New Car replacement

For this cover to apply, You must insure Your Car for its full replacement cost for a period of at least 12 months after first registering it. If You have a valid claim for loss of or damage to Your Car that happens within 12 months of its registration as a new car, We will replace it with a new Car of the same make and model, provided that:

- A. the same make and model of Car is available in Ireland;
- B. You are the original and only owner of Your Car from new;
- C. it is stolen and not recovered, or it is lost or damaged in a single incident, and the cost of the repair, reinstatement or replacement is more than 60% of the current list price in Ireland of Your Car when new; and
- D. Your Car had travelled no more than 20,000 kilometres at the time of the loss or damage.

If a replacement Car of the same make, model and specification is not available, or if Your Car was not supplied as new in the Republic of Ireland, the most We will pay is the higher of:

- the Market Value of Your Car, and its dealer-fitted or factory-fitted accessories and spare parts, at the time of the loss or damage, or
- the manufacturer's retail price of Your Car when You bought it, less 10%.

#### 2C Loss of or damage to Your Car in the European Union and other countries

This Policy applies for the aggregate period (the combined number of days You were abroad during one or more journeys) shown in Your Schedule, while Your Car is in any country that is a member of the Green Card system. These are countries that are either:

- a member of the European Union (EU), or
- party to an agreement with the EU, to comply with Article 7(2) of the EC Directive on insurance of civil liabilities arising from the use of motor vehicles (number 72/166/EEC).

There is a list of member countries of the Green Card system at the website of the Council of Bureaux ([www.COBX.org](http://www.COBX.org)). The list changes from time to time. Neither Bump Insurance nor the Underwriters giving cover under this Policy have any control over the content of this website.

## **2D Towing and storage charges**

If You ask Us first and You are making a valid claim for loss or damage under this section as well, We will pay the reasonable cost of protecting Your Car by arranging to take it to the nearest Approved Repairer, or another safe place, if You cannot drive it after an accident or attempted theft. We will not pay the cost of transporting Your Car anywhere outside Ireland, unless We have agreed to do so before such costs are incurred. We may arrange a safe place to keep Your Car for up to 4 days while it is waiting to be repaired or otherwise dealt with.

## **2E Medical Expenses**

If You have this cover, We will pay medical expenses up to €250 in respect of each person injured if Your Car is involved in an accident, provided there is no cover in force under another Policy.

## **2F Personal Belongings**

### **What is covered under this Section**

If You have this cover, We will pay up to €125 per item and €500 in total for loss of or damage to clothes and personal belongings that You own or are looking after

### **What is NOT covered under this Section**

We will NOT pay for:

1. money, stamps, tickets, documents, securities (financial certificates such as shares and bonds), furs or jewellery;
2. tools, equipment, goods or samples, carried in connection with any trade or business;
3. property insured with another insurance Policy;
4. theft of personal belongings if carried in an open-top or convertible Car; unless they are kept in the locked boot while the vehicle is unattended;
5. mobile telephones, computer equipment, and hand-held electronic devices;
6. satellite navigational equipment, unless fitted by the manufacturer or authorised dealer as original equipment for the vehicle; or
7. any item that is more specifically covered under any other Policy of insurance.

## **2G Replacement Locks**

### **What is covered under this Section**

If the keys of Your Car are lost or stolen, We will pay up to €500

- to replace the keys, and
- if the keys could be in the possession of a person who knows where You keep Your Car, to replace or re-code locks and alarms.

### **What is NOT covered under this Section**

We will NOT pay:

1. if the keys are stolen by deception or fraud or taken by a member of Your household;
2. if the keys are recovered before locks or alarms are replaced;
3. if You do not report the loss or theft immediately to the Gardai or local police or cannot prove to Us that You have done so; or
4. to replace locks or alarms, unless Your key or transmitter could be in the possession of a person who knows where You keep Your Car.

We will not apply a Policy Excess and Your No Claims Discount will not be affected if You claim under this Section.

## **2H Fire Brigade Charges**

What is covered under this Section

If You have this cover, We will pay up to €750 if You are liable to pay charges made by a fire authority to:

- A. control or put out a fire in (or on) Your Car, providing You are also making a valid claim under Section 2 – Loss of or Damage to Your Car of this Policy for the same incident, and / or
- B. remove the driver or Passengers from Your Car using cutting equipment.

We will not apply a Policy Excess and Your No Claims Discount will not be affected if You claim under this Section.

## **2I Fuel Mis-Delivery**

In the event of the engine/fuel system of the Insured Vehicle being damaged by contamination from the direct use of incorrect fuel, the Insurer will pay up to a maximum amount of €750 to decontaminate the engine and/or fuel lines but no amount will be payable for engine damage or replacement parts or labour associated with parts replacement.

## **2J Un-Expired Motor Tax**

The Insurer will pay the amount of the unexpired portion of motor tax if you are unable to obtain a refund from the Licensing Authority following the total loss of the Insured Vehicle.

## **2K Accessories Related To Children**

You will be indemnified against loss of or damage to any child's push chair, buggy, carrycot or car seat in the Insured Vehicle, caused by accident, fire, theft or attempted theft following forcible entry. The maximum payable under this cover in respect of any one incident or series of incidents arising out of one event is €400.

When the Vehicle is unattended, the accessories related to children (excluding fitted car seat) must be concealed in a locked boot.

## **2L Personal Accident**

If you and/or your spouse or partner who permanently resides with the Insured sustain bodily injury as a result of an accident involving your car; which results in death or total irrecoverable loss of sight of one or both eyes; or total loss of one or more limbs at or above the wrist or ankle, the Insurer will pay to the injured person or to such person's legal representatives the sum of €3,000, provided that death or loss occurs within 3 months of the accident and as a direct result of the accident and such injured person is not less than 18 years of age and not more than 80 years of age at the time of the accident; and shall not be liable to pay in respect of bodily injury caused by suicide or any attempt thereat or where the injured person was under the influence of alcohol or drugs or solvent abuse. If the injured person is insured against Personal Accident under any other motor insurance policy, benefit shall be payable under one policy only.

## Section 3: Loss of or Damage to Your Car by Fire or Theft

### What is covered under this Section

#### 3A Loss of or damage to Your Car

We will pay for loss of or damage to Your Car, or any part of it or its accessories and spare parts caused by fire, theft or attempted theft, while it is in any of the territories covered by this Policy, or while being transported by sea (including loading and unloading) between any ports in those territories.

#### 3B Towing and storage charges

If You ask Us first and You are making a valid claim for loss or damage under this section as well, We will pay the reasonable cost of protecting Your Car by arranging to take it to the nearest Approved Repairer, or another safe place, if it is damaged by fire, theft or attempted theft and You cannot drive it. We will not pay the cost of transporting Your Car anywhere outside Ireland, unless We have agreed to do so before such costs are incurred. We may arrange a safe place to keep Your Car for up to 4 days while it is waiting to be repaired or otherwise dealt with.

#### 3C Replacement Locks

##### What is covered under this Section

If the keys of Your Car are lost or stolen, We will pay up to €500

- to replace the keys, and
- if the keys could be in the possession of a person who knows where You keep Your Car; to replace or re-code locks and alarms.

##### What is NOT covered under this Section

We will NOT pay:

1. if the keys are stolen by deception or fraud or taken by a member of Your household;
2. if the keys are recovered before locks or alarms are replaced;
3. if You do not report the loss or theft immediately to the Gardai or local police or cannot prove to Us that You have done so; or
4. to replace locks or alarms, unless Your key or transmitter could be in the possession of a person who knows where You keep Your Car.

We will not apply a Policy Excess and Your No Claims Discount will not be affected if You claim under this Section.



## What is NOT covered under Sections 2 and 3

We will NOT pay:

1. for the Policy Excesses as stated in Your Policy document or Schedule;
2. for loss in value, wear and tear, or mechanical, electrical, or electronic breakdown;
3. for damage to tyres caused by braking, punctures, cuts, or bursts;
4. for loss of use;
5. more than the lower of either
  - (i) the current Market Value of Your Car at the time of the loss or damage, or
  - (ii) the most recent value of Your Car that You gave Us as shown in Your Schedule
6. more than the lower of either
  - (i) €650, or
  - (ii) 5% of the most recent value You gave Us for Your Car as shown in Your Schedule, for loss of or damage to any audio or audio-visual system, equipment, or component that is not part of the standard specification for Your Car or did not come with Your Car when new;
7. for any performance-enhancing, handling, or cosmetic modifications, unless they form part of the manufacturer's standard specification, or We have agreed to cover them;
8. for any more than Our share for loss or damage if, at the time of a claim, there is any other Policy covering the loss or damage;
9. for loss or damage caused while an Insured Person is illegally driving under the influence of alcohol or drugs, whether they have been prosecuted or not;
10. for any reduction in Your Car's value because it has been damaged or repaired;
11. for the cost of hiring another Car;
12. for loss or damage caused by theft or attempted theft of Your Car by a member of Your family, Your household, an employee, or a work colleague, unless You notify Gardai or local police of the theft (or attempted theft) and can prove that You have done so;
13. for loss of or damage to Your Car's navigation system, or other computer or electronically controlled equipment, caused by it failing to recognise any date as the true calendar date;
14. for loss or damage caused by theft or attempted theft if the keys (or keyless entry system) are left unsecured, or left in (or on) Your Car while it is unattended;
15. for loss or damage from using Your Car in a race, rally, competition or trial, or on any race track, circuit, or other prepared course;
16. for loss or damage as a result of using the wrong type of fuel, or of using substandard, contaminated, or insufficient fuel, lubricant, or other parts;
17. for the extra cost of parts or accessories, and the additional cost of importing them, from outside the European Union;
18. for indirect loss, such as travel costs or loss of earnings;
19. any liability, loss, damage, or expense caused by any driver that is disqualified from driving, has never held a driving licence, or is prevented by law from holding one;
20. any liability, loss, damage, or expense caused by any driver who has failed to disclose penalty points or motoring convictions to Us;
21. any liability, loss, damage, or expense caused by any driver that does not meet the conditions of their driving licence, including (but not limited to) the requirement to be accompanied by another fully licensed driver;

22. more than €60,000 for loss or damage caused by theft or attempted theft, unless Your Car is fitted with an operational Tracking Device;
23. for any loss or damage if You do not immediately report the theft of Your Car to the Gardai or local police, and to the monitoring service if Your Car is fitted with any monitored security device including a Tracking Device;
24. for loss or damage costing more than €75,000, unless We have agreed to provide cover for a higher amount;
25. for loss caused by deception by a supposed purchaser and / or their agent(s); or
26. for additional loss or damage caused by moving or recovering Your Car after it was damaged; or
27. for damage caused when Your Car is being repossessed

## **How We deal with and pay claims under Sections 2 and 3**

### **Repairing Your Car**

- A. Unless We are treating Your Car as a total loss (a write-off), We can choose to:
  - (i) pay You an amount to repair it;
  - (ii) pay a repairer to repair it;
  - (iii) pay an amount to the owner; if that is not You, or to the owner described in a hire purchase or contract-hire agreement; or
  - (iv) replace Your Car; or any part or accessory from it.
  
- B. The most We will pay is the lesser amount of either:
  - (i) the Market Value of Your Car, less the Excess, and less the value of any remains of Your Car;
  - (ii) the amount which You insured Your Car for; less the Excess, and less the value of any remains of it; or
  - (iii) the cost of repairing Your Car; less the Excess.
  
- C. Before We pay Your claim, You must send Us:
  - (i) Your Certificate of Motor Insurance;
  - (ii) Your insurance disc;
  - (iii) the vehicle registration document;
  - (iv) any certificate of roadworthiness, such as a National Car Test certificate (NCT), if Your Car is required to have one by law;
  - (v) the Car keys; and
  - (vi) any documents We ask for.

The remains of Your Car will still be Your property, unless We choose to keep them. We do not have to choose this option. The value, if any, of the remains of Your Car will be deducted from the money We are due to pay You.

## **Writing-off Your Car**

- A. If We are treating Your Car as a total loss (writing-off Your Car), We can choose to:
- (i) give You an amount to replace Your Car;
  - (ii) pay an amount to the owner, if that is not You, or to the owner described in a hire purchase or contract-hire agreement; or
  - (iii) replace Your Car.
- B. The most We will pay if We are writing-off Your Car will be the lesser of either:
- (i) the Market Value of Your Car; less the Excess, and less the value of any remains of it, or
  - (ii) the amount You insured Your Car for; less the Excess, and less the value of any remains of it.
- C. Before We pay Your claim, You must send Us:
- (i) Your Certificate of Motor Insurance;
  - (ii) Your insurance disc;
  - (iii) the vehicle registration document;
  - (iv) any certificate of roadworthiness, such as a National Car Test certificate (NCT), if Your Car is required to have one by law;
  - (v) the Car keys; and
  - (vi) any documents We ask for

The remains of Your Car will still be Your property, unless We choose to keep them. We do not have to choose this option. The value, if any, of the remains of Your Car will be deducted from the money We are due to pay You.

## **Settling claims for theft**

We will treat Your Car as stolen if it has not been found 28 days after You report the theft to Us. It must be still missing when We pay Your claim. You must report the theft to the Gardai or local police as soon as it is discovered, and provide Us with Your Car keys and all the documentation We ask for when You make Your claim. If Your Car is stolen and You later get it back, or discover where it is, You must tell Us immediately. If Your Car is fitted with a Tracking Device with a monitoring service, You must also inform that monitoring service immediately.

If Your Car has not been found after 28 days, We will treat it as a total loss (a write-off)

## **Section 4: Temporary/Permanent Substitutions**

Section 4 is intentionally blank

## **Section 5: Using your car abroad**

Except for the Sections shown below, this Policy applies while You use Your Irish-registered car in Europe for up to 45 days if You have Third Party, Fire and Theft cover (Section 3 of this policy applies)

OR

60 days if You have Comprehensive cover (Section 2 applies).

Europe includes all EU member states and some others participating in the Green Card' system. If You need one, We will issue a Green Card free of charge provided You give Us 7 days' notice of Your travel plans.

Section 1, Sub-Section B – Driving other Cars does not apply when you are driving abroad. endorsement 6 Legal Assistance, and endorsement 7 – Breakdown Assistance may not apply in some countries. The territorial limits for these endorsements are as shown in the endorsement.

## Section 6: No Claims Discount (NCD)

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

You may have been given a No Claims Discount. Provided there are no claims that could affect it, Your No Claims Discount will increase each year, up to the maximum discount We allow.

If You insure more than one Car with Us, You earn the No Claims Discount on each Car separately.

We will not discount any premiums for cover under endorsement 5 – Windscreen cover; endorsement 6 – Motor Legal Assistance and endorsement 7 – Breakdown Motor Assistance.

Any payment We make for fire, theft or attempted theft under either of Sections 2 or 3, or windscreen claims under endorsement 5 (Windscreen cover) will not affect Your No Claims Discount.

If a claim arises, Your No Claims Discount will be reduced to zero at the next renewal unless You have a Policy with one of Our No Claim Discount Protection options (see below).

### **Other claims-free driving discounts**

We may have allowed You a different discount because You have driving experience gained under a different policy. Such discounts will be removed entirely at the next renewal of Your policy if you have a claim during the Period of Insurance

### **Our uninsured driver promise**

If You make a claim for damage to Your Car that is the result of an accident that is not Your fault, and the driver of the other vehicle involved is not insured, You will not lose Your No Claims Discount. The costs may be recoverable from the Motor Insurers' Bureau of Ireland (MIBI).

The driver of the uninsured vehicle must be identified, and You must provide Us with their name and the registration number, make and model of the vehicle that hit You, as far as You know. You must also assist Us in establishing who is responsible by providing the names, addresses, and any other details of any witnesses to the incident that You know about.

### **A Fully Protected No Claims Discount** ***Your Schedule shows whether You have this cover***

If You have Comprehensive cover (Section 2 applies), and if there are up to 2 claims in a consecutive 3-year period, Your existing No Claims Discount years allowed will not change.

If there is a third claim in a consecutive 3-year period, the No Claims Discount years allowed will be reduced to zero.

While the number of No Claim Discount years allowed will not change, the percentage discount that each year represents may change and Your premium may still increase following such claims.

**B Step Back No Claims Discount**  
***Your Schedule shows whether You have this cover.***

If You have Third Party Fire and Theft cover (Section 3 applies) and one claim arises during any Period of Insurance, Your entitlement to a No Claims Discount will be reduced as shown in the table below.

<b>No Claims Discount years at the time of a claim</b>	<b>Step Back No Claims Discount years allowed at the next renewal</b>
5 years or more	3 years
4 years	2 years
3 years	1 year
2 or less years	0 years

While the number of No Claim Discount years allowed will be reduced, the percentage discount that each year represents may change and Your premium may still increase following such claims.

# Section 7: General Conditions

## I. Keeping to these conditions

- A. The information You gave Us in the Proposal Form or Statement of Fact declaration must be true and complete as far as You know for cover to apply under this Policy. The Proposal Form or Statement of Fact forms the basis of this contract.
- B. You, or any Insured Person who is claiming cover under this Policy, must keep to the terms and conditions of this Policy.
- C. You must inform Us of any relevant information or material facts that could affect either the premium (the cost of insurance) or Our decision to provide insurance – since the start date of Your Policy or since Your last renewal date (whichever is the most recent).
- D. Anyone who is covered to drive by the terms of the Certificate of Motor Insurance must hold or have held a licence to drive that vehicle. They must meet the conditions and any limits of that licence, and must not have been disqualified from holding it.

## 2. Claims

### A. You, or any other person responsible for a claim under this Policy, must:

- (i) tell Us immediately about any event that could lead to a claim;
- (ii) immediately send Us unanswered any letter, claim, civil bill, writ, summons, and any correspondence from Injuriesboard.ie that You may receive, and a completed accident report form if We ask for one;
- (iii) tell Us immediately if any prosecution or inquest is to be held in connection with the incident;
- (iv) give Us all the information and help We may need in order to deal with a claim;
- (v) NOT accept responsibility for any accident, or agree to pay any claim, without Our clear permission;
- (vi) cooperate with anyone who acts on Our behalf; and
- (vii) do whatever You (or any other person insured under this Policy) can to protect Your Car and its parts or accessories.

### B. We may take any of the following actions:

- (i) take over; defend, or settle any claims in Your name or that of any other person covered by this Policy, and We may take legal action in Your name or the name of any other person covered by this Policy to recover any payments We make;
- (ii) recover all of the cost of a claim from You or the person responsible for it, if We have to pay a claim by law (including Our obligations under the Motor Insurers' Bureau of Ireland agreement) that We would otherwise not have to pay under this Policy.

### C. If at the time of a claim:

- (i) You have another insurance Policy covering the same loss, damage or liability, We will only pay Our share of the claim.
- (ii) any other person covered by this Policy also has another Policy covering the same loss, damage or liability, We will NOT pay any part of the claim.

### **3. Cancellation and Suspension of Cover**

#### **A. Cancellation by You**

##### **(i) Within the cooling-off period**

You may cancel this Policy within 14 days of the start date or renewal date, without penalty and without giving a reason, by returning Your Certificate of Motor Insurance and the insurance disc to Us. If You have not made or incurred any claims within the 14-day period, We will refund the premium less a proportionate amount for the days You were insured by Us.

##### **(ii) Outside the cooling-off period**

You may cancel this Policy at any time by returning Your Certificate of Motor Insurance and the insurance disc to Us. If You have not made or incurred any claims during the current Period of Insurance, We will:

- keep any premium You paid in respect of these Sections: Section 5 – Windscreen Cover; Section 6 – Legal Assistance and Section 7 Breakdown Assistance,
- work out a proportionate premium for the period that You were insured by Us, for the remaining Sections;
- deduct an administration fee of €25; and
- refund You the balance of the premium You have paid, provided the balance is €25 or more.

#### **B. Cancellation by Us**

We may cancel this Policy with 10 days' notice by writing to You at Your last-known address. We will:

- keep any premium You paid in respect of endorsement 5 – Windscreen cover; endorsement 6 – Legal Assistance and endorsement 7 – Breakdown Motor Assistance,
- work out a proportionate premium for the period that You were insured by Us, for the remaining Sections;
- deduct an administration fee of €25; and
- refund the balance of the premium You have paid, provided the balance is €25 or more.

### **4. Suspension of cover**

You may request a suspension of Section 1 – Liability to Others (Third Parties) of Your Policy, if:

- You return Your Certificate of Motor Insurance and insurance disc to Us;
- cover is suspended for at least 30 consecutive days; and
- there has been no claim made or incurred by You in the current Period of Insurance.

We will refund You some of Your premium, based on the time Your Car is out of use. The amount We refund may not be proportional to the period of suspension. However, You must still pay the yearly premium. If You are paying by instalments, You must keep up Your payments during the period of suspension.



## **5. Non-refundable premiums**

If You cancel Your Policy after the cooling-off period, or if a permanent reduction in cover is made, We will not refund a proportion of Your premium in respect of Sections:

- Endorsement 5 – Windscreen Cover
- Endorsement 6 – Legal Assistance
- Endorsement 7 – Breakdown Motor Assistance

## **6. Mid-term alterations**

If a change to Your Policy results in You owing Us an additional premium, We will charge You a minimum of €15. If a change to Your Policy results in Us owing You a refund of Your premium (or a proportion of it), We will only make such a refund if the amount due is €25 or more.

## **7. Temporary alterations**

If We agree in advance, Your Car that is insured may be temporarily substituted by another vehicle. We do not have to agree but if We do agree, We may apply restrictions.

## **8. Fraud**

We will NOT pay for any loss, damage, or legal liability to others, if You or anyone else covered by this Policy (or anyone acting on Your behalf or any other person covered by this Policy) makes or tries to make a claim that is fraudulent or exaggerated in any way, or makes a false statement, or provides false or stolen documents to support a claim. If a fraudulent (dishonest) claim is made, We may cancel Your Policy, We may not refund any premium You have paid to Us, and We may recover from You any payments that We have made in respect of the fraudulent claim.

## **9. Duty to take care**

Any person claiming cover under this Policy must take all reasonable steps to prevent any incidence of accident, injury, loss or damage. You must keep Your Car in a roadworthy condition. While unattended, Your Car must be left locked. The ignition key must never be left with Your Car. You must allow us to examine Your Car

## Section 8: General Exceptions

- A.** Except where it is necessary to meet the requirements of Road Traffic legislation, We will NOT pay for:
1. any accident, injury, loss, or damage arising during or as a result of an earthquake;
  2. any accident, injury, loss, or damage arising during or as a result of a riot or civil commotion happening anywhere outside the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man, or the Channel Islands (unless You can prove that the loss, damage, or injury was not caused by that riot or civil commotion);
  3. loss or damage directly caused by pressure waves that are a result of aircraft or other flying objects travelling at or above the speed of sound;
  4. loss of or damage to any property, or for any indirect or consequential loss or expense, or for any legal liability directly or indirectly caused by, contributed to, or arising from
    - (i) ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from burning nuclear fuel, or
    - (ii) the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear assembly or part of it;
  5. any consequence of war; revolution, or a similar event;
  6. any consequence of Terrorism, including any action taken to control or prevent an act of Terrorism;
  7. any accident, injury, loss or damage, including consequential loss, or any liability of any nature whilst the insured vehicle is in (or on) that part of an aerodrome, airport, airfield, or military base, which is provided for
    - (i) the take-off or landing of aircraft and for the movement of aircraft on the ground, or
    - (ii) aircraft parking (aprons), including associated service roads, refuelling areas, and ground equipment parking areas;
  8. loss or damage to an insured vehicle caused by vermin, such as animals or insects that are destructive in their natural behaviour; or considered pests or nuisances, including (but not limited to) rodents, weasels, squirrels, flies, and cockroaches;
  9. any liability, loss, damage, cost or expense directly or indirectly caused by, resulting from (or in connection with) losing, altering, damaging, or reducing the availability of a computer system, hardware programme, software, data-information store, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results from deliberately or negligently transferring (electronically or otherwise) a computer programme that contains any damaging code including computer viruses, worms, logic bombs, or trojan horses.
- B.** We will NOT pay for:
1. any accident, injury, loss, damage, or legal liability which happens if any vehicle is being driven or used other than as allowed under the terms of the Certificate of Motor Insurance;
  2. any liability You have agreed to accept that You would not otherwise have been liable for.

# Section 9: Endorsements

**Your Schedule shows which if any of the following endorsements apply**

## **ENDORSEMENT 1 - ACCIDENTAL DAMAGE EXCESS**

An excess is the amount of a claim that You must pay before We pay anything.

For any claim under Section 2- Accidental Damage to Your Car, the excess on this policy is the total of:

- The amount of Voluntary Accidental Damage Excess shown in Your schedule, plus
- The amount of the Compulsory Accidental Damage Excess shown in Your schedule

In addition to any other policy excesses that may apply.

## **ENDORSEMENT 2 - YOUNG DRIVERS EXCESS**

An excess is the amount of a claim that You must pay before We pay anything.

For any claim under Section 2- Accidental Damage to Your Car, the excess shown on Your schedule for Young Drivers will apply if the driver of Your Car, named on the Certificate of Motor Insurance is aged below 25 years on the date of the accident in addition to any other policy excesses that may apply.

## **ENDORSEMENT 3 - THIRD PARTY EXCESS**

An excess is the amount of a claim that You must pay before We pay anything.

For any claim under Section 1 - Liability To Others, the excess shown on Your schedule will apply

The Insurer's liability for each and every claim under Section 1 - Liability to Third Parties also shall be reduced by the amount of the Third Party excess amount shown in the Schedule in addition to other applicable policy excesses. in addition to any other policy excesses that may apply.

## **ENDORSEMENT 4 - ALL SECTIONS EXCESS**

An excess is the amount of a claim that You must pay before We pay anything.

For any claims under Section 1 - Liability or Section 2 – Accidental Damage to Your Car the excess shown on Your schedule will apply in addition to any other policy excesses that may apply.

## **ENDORSEMENT 5 - WINDSCREEN COVER**

We will pay up to the amount shown below to repair or replace glass in the windscreen or windows of Your Car or any scratching of its body work caused directly by glass breaking. We will only pay for a maximum of 2 claims in any one Period of Insurance.

Damaged or broken glass in sunroofs, panoramic sunroofs, moonroofs, wraparound glass, glass forming part of a body panel (such as glass covering the engine compartment), or continuous glass panels, mirror glass, lights, lenses, or internal glass is excluded.

<b>Repairer</b>	<b>Maximum amount paid to replace glass damage</b>	<b>Maximum amount paid to repair glass damage</b>
Bump approved repairer	€400	€400
Your choice of repairer	€200	€50

**ENDORSEMENT 6 - LEGAL ASSISTANCE**  
**(Automatically included with all types of cover)**

This part of your cover is provided and serviced by DAS Legal Expenses Insurance Company. Separate terms and conditions apply and are set out in the following:

If you are involved in a motor accident, prosecuted for a motoring offence, have a motor contract dispute, need legal advice or need help with motoring emergencies, DAS are here to help you 24 hours a day, 365 days a year.

If you require assistance, please contact the appropriate Helpline telephone no. below:

**CLAIMS HELPLINE: 01 670 7470**

**LEGAL ADVICE HELPLINE: 1850 670747**

**COUNSELLING HELPLINE: 1850 670407**

**COMPLAINTS: 01 670 7470**

**PLEASE NOTE THAT ALL CALLS MADE TO AND FROM DAS IRELAND (APART FROM THOSE TO THE COUNSELLING HELPLINE) ARE RECORDED FOR TRAINING AND QUALITY PURPOSES.**

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

**After a motor accident**

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

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

**If your vehicle cannot be driven**

If your vehicle cannot be driven after an accident, DAS' Drivers' Assistance Service can arrange for a garage to take it to a place you choose. You will have to pay the towing costs, so remember that most motor insurers only give cover for towing to a nearby garage.

However, if the accident was not your fault, DAS can usually recover the towing costs as part of your claim for uninsured losses.

## **How DAS help you**

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

DAS normally recover your uninsured losses or deal with motor contract disputes by appointing a solicitor to handle your claim. In most cases, DAS will choose the appointed solicitor for you. Claims outside the Republic of Ireland may be dealt with by DAS offices elsewhere in Europe.

**If you are prosecuted for a motoring offence, DAS will appoint a solicitor to represent you.**

**Send your claim to:**

**DAS Legal Expenses Insurance Company Limited,  
Europa House, Harcourt  
Centre, Harcourt Street, Dublin 2.  
Telephone: 01 670 7470; Fax: 01 670 7473.**

## **When DAS cannot help**

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

DAS will always try to give you a quality service. If you think DAS have let you down, please write to DAS' Operations Manager at DAS Legal Expenses Insurance Company Limited, Europa House, Harcourt Centre, Harcourt Street, Dublin 2.

Or you can phone DAS on 01 670 7470 or email DAS at [customerrelations@das.ie](mailto:customerrelations@das.ie)  
Details of DAS' internal complaint handling procedures are available on request.

If you are still not happy you can contact the **Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29** (If you use this service it does not affect your right to take legal action) **Phone +353 (0)1 567 7000**

## **DAS' Head and Registered Office is:**

DAS Ireland is a branch office of DAS Legal Expenses Insurance Company Limited, having its registered office at DAS House, Quay Side, Temple Back, Bristol BS1 6NH, registered in England and Wales, number 103274. DAS Legal Expenses Insurance Company Limited is authorised and regulated by the Financial Services Authority and is subject to the Central Bank of Ireland's conduct of business requirements. The regulatory system which applies in Ireland is different to that which applies in the UK.

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

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

## **THE MEANING OF WORDS RELATING TO THIS ENDORSEMENT**

### **We, Us, Our, DAS**

DAS Legal Expenses Insurance Company Limited.

### **You, Your**

The Person who has taken out this policy.

### **Insured Person**

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

### **Insured vehicle**

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

### **Representative**

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

### **Period of insurance**

The period for which we have agreed to cover an insured person.

### **Date of occurrence**

The date of occurrence is the date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same originating cause, then the date of occurrence is the date of the first of these events.

### **Costs and Expenses**

- (a) Legal costs All reasonable and necessary costs chargeable by the representative on a party/party basis.
- (b) Accountants costs All reasonable and necessary costs reasonably incurred by the representative.
- (c) Opponents' costs Costs incurred by opponents in civil cases if an insured person has been ordered to pay them, or pays them with our agreement.

### **Territorial limit**

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland, and Turkey. For all other insured incidents the Republic of Ireland.

### **Insured incidents**

We will negotiate for the following.

#### **1) ACCIDENT LOSS RECOVERY AND PERSONAL INJURY**

To recover an insured person's uninsured losses and costs after an event which:

- a) causes damage to the insured vehicle or to personal property in it; or
- b) injures or kills an insured person while he or she is in or on the insured vehicle; or

- c) injures or kills you while you are driving another motor car or motor cycle; or
- d) injures or kills you or any member of your family (who always live with you) as a passenger in a motor vehicle, a cyclist or a pedestrian.

## **2) MOTOR LEGAL DEFENCE**

To defend an insured person's legal rights if an event leads to the prosecution of an insured person for an offence connected with the use or driving of an insured vehicle, but not a parking offence or an offence which suggests dishonesty by the insured person

### **WHAT IS COVERED**

If a representative is appointed by us, we will pay the legal costs for insured incidents under Motor Legal Protection. For insured incidents involving the death of or injury to an insured person we will pay the application fee required by the Injuries Board (IB). For all insured incidents we will help in appealing or defending an appeal provided that the insured person tells us that he or she wants us to appeal within the time limits allowed.

Before we pay any legal costs for appeals, we must agree that it is more likely than not that the appeal will succeed. The most we will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is €130,000.

### **WHAT IS NOT COVERED BY THIS POLICY**

- 1) Any claim reported to us more than 180 days after the date an insured person should have known about the insured incident.
- 2) Any costs and expenses that are incurred before we agree to pay them.
- 3) The insured vehicle being used by anyone who does not have valid motor insurance.
- 4) Fines, damages or other penalties which an insured person is ordered to pay by a court or other authority.
- 5) Any claim relating to the settlement payable under an insurance policy.
- 6) The use of an insured vehicle by an insured person for hire or reward or in connection with the motor trade.
- 7) Any claim caused by, contributed to, or arising from:
  - a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
  - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
  - c) war; invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
  - d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 8) Any disagreement with us that is not in Condition 7.
- 9) The cost of obtaining a medical report when registering a claim with the personal injury assessment board.
- 10) Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
- 11) Any legal action an insured person takes which we or the representative have not agreed to or where the insured person does anything that hinders us or the representative.

## **CONDITIONS WHICH APPLY TO THE WHOLE POLICY**

- 1) An insured person must:
  - a) keep to the terms and conditions of this policy;
  - b) try to prevent anything happening that may cause a claim;
  - c) take reasonable steps to keep any amount we have to pay as low as possible;
  - d) send everything we ask for, in writing;
  - e) give us full details, in writing, of any claim as soon as possible and give us any information we need.
  
- 2) a) We can take over and conduct in the name of an insured person, any claim or legal proceedings at any time.

### **We can negotiate any claim on behalf of an insured person.**

- b) An insured person is free to choose a representative (by sending us a suitably qualified person's name and address) if:
    - i) we agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an insured person in those proceedings; or
    - ii) there is a conflict of interest.
    - iii) we may choose not to accept an insured person's choice, but only in exceptional circumstances. If there is a disagreement over the choice of representative in these circumstances, the insured person may choose another suitably qualified person.
  - c) In all circumstances except those in 2(b) above, we are free to choose a representative.
  - d) Any representative will be appointed by us to represent the insured person according to our standard terms of appointment. The representative must cooperate fully with us at all times.
  - e) We will have direct contact with the representative.
  - f) An insured person must co-operate fully with us and the representative and must keep us up to date with the progress of the claim.
  - g) An insured person must give the representative any instructions that we require.
- 3) a) An insured person must tell us if anyone offers to settle a claim.
  - b) If an insured person does not accept a reasonable offer to settle a claim, we may refuse to pay any further costs and expenses.
  - c) We may decide to pay the insured person the amount of damages that the insured person is claiming, or which is being claimed against them, instead of starting or continuing legal proceedings.
  - d) An insured person must tell the representative to have costs and expenses taxed, assessed or audited, if we ask for this.
  - e) An insured person must take every step to recover costs and expenses and IB application fee that we have to pay, and must pay us any costs and expenses and IB application fee that are recovered.
- 4) If the representative refuses to continue acting for an insured person with good reason, or if an insured person dismisses the representative without good reason, the cover we provide will end at once, unless we agree to appoint another representative.



- 5) If an insured person settles a claim or withdraws it without our agreement, or does not give suitable instructions to a representative, the cover we provide will end at once and we will be entitled to reclaim from you any costs and expenses we have paid.
- 6) If we and an insured person disagree about the choice of representative, or about the handling of a claim, we and the insured person can choose another suitably qualified person to decide the matter. We and the insured person must both agree to the choice of this person in writing. Failing this, we will ask the president of the Law Society of Ireland to choose a suitably qualified person. All costs of resolving the disagreement must be paid by the party whose argument is rejected.
- 7) We may, at our discretion, require the insured person to obtain, at their expense, an opinion from a lawyer, accountant or other suitably qualified person chosen by the insured person and us, on the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that an insured person will recover damages (or obtain any other legal remedy that we have agreed to) or make a successful defence, we will pay the cost of obtaining the opinion.
- 8) We can cancel this policy at any time as long as we tell you at least 14 days beforehand. You can cancel this policy at any time as long as you tell us at least 14 days beforehand.
- 9) We will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.

## **ENDORSEMENT 7 - BREAKDOWN MOTOR ASSISTANCE (Automatically included with all types of cover)**

This part of your cover is provided by MAPFRE ASISTENCIA trading as MAPFRE ASSISTANCE Agency Ireland, Ireland Assist House, 22-26 Prospect Hill, Galway - it is regulated in Spain, and is authorised to underwrite business in the Rep. of Ireland on a branch basis as an undertaking with its Head Office in another EU member state. It is subject to the Central Bank of Ireland's conduct of business rules. MAPFRE ASISTENCIA Agency Ireland is registered in Republic of Ireland. Reg No. 903874. Separate terms and conditions apply and are set out in the following:

### **THE MEANING OF WORDS RELATING TO THIS ENDORSEMENT**

#### **The Insured**

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

#### **The Company/We/Mapfre/Mapfre Assistance**

Mapfre Asistencia Compania Internacional de Seguros Y Reaseguros. S.A. T/A Mapfre Assistance Agency Ireland (Company Registration Number 903874)

#### **The Passengers**

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

## **Insured Car**

Any private car (not exceeding 3.5 tonnes total vehicle weight) and is 18 years or under at the time of taking this policy, which is currently insured in the Republic of Ireland and which is driven within the terms of the current Certificate of Motor Insurance relating to such car.

## **Territorial Limits**

Island of Ireland

## **Period of Insurance**

The period of insurance is as specified in the private car insurance policy to which this Membership Certificate attaches. Such a period is not to exceed the period of insurance specified in the private car insurance certificate. The Insured is covered for the assistance services in this policy for **a maximum of two breakdowns during the period of cover** if the Insured has paid the premium, in such circumstances, or if the service is not provided for under the terms of the policy, the Company will try if the Insured's wish to arrange it at the Insured's expense. The terms of such assistance is a matter between the Insured and the Supplier:

## **Benefits**

Mapfre Assistance Agency Ireland will provide the following benefits: In the event of the insured vehicle being immobilised as a result of an accident a 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, Mapfre Asistencia Agency (the Company) will arrange and pay for the benefits set out hereafter:

One hour's free labour at the roadside if the vehicle can be repaired in situ.

Towing the vehicle to the nearest competent Repairer or to a garage of your choice, whichever is closer:

Somebody to assist you in the event of a breakdown at your home.

**Labour** -The cost of call out and up to one hour's free labour charged by a repairer provided the repair is carried out in situ and not at the repairer's premises.

**Completion of Journey** - If repairs cannot be repaired in situ, and the vehicle has broken down away from home, the Company, can arrange and pay for:  
Onwards transportation for the Insured and passengers home or to their intended destination within the territorial limits (maximum covered €31 per person, €127 in total)

### **Or**

Use of a replacement car for up to 48 hours while repairs are carried out (limited to Class A vehicle)

### **Or**

Overnight accommodation for one night only, limited to Bed & Breakfast, while repairs to the Insured's vehicle are in progress, subject to a maximum value of €40 per person and €200 in total

### **Or**

Transportation for the member to collect his/her car and/or reimbursement of any reasonable (public) transport charges incurred by the member in collecting his/her vehicle

**Message Relay** - We will pass on two urgent messages for you.

In the event of the Insured's vehicle, which has been reported to An Garda Síochána/ Police and to the Insurance Company, has been not recovered within 24 hours, the assistance company will provide a replacement car for up to five days (limited to Class A vehicle) until the Insured Vehicle is recovered, whichever is the soonest.

In the event of the vehicle being repaired, the assistance company will provide the cost of public transportation for the Insured to collect his/her vehicle.

**BREAKDOWN ASSISTANCE IS A 24 HOUR ACCIDENT, EMERGENCY & BREAKDOWN RECOVERY SERVICE. IT IS THERE TO ASSIST YOU IN YOUR TIME OF NEED. THE CHOICE OF ASSISTANCE SUPPLIED DEPENDS ON THE OPTIONS AVAILABLE TO THE RESCUE PROVIDER AT THE TIME OF THE REQUEST FOR ASSISTANCE. YOU SHOULD BE AWARE THAT THE COVER PROVIDED WILL BE AT MAPFRE'S DISCRETION AS NOT ALL OPTIONS ARE AVAILABLE TO THEM AT ALL TIMES E.G. CAR HIRE IN A RURAL AREA MAY BE IMPOSSIBLE TO OBTAIN IN THE EARLY HOURS OF THE MORNING.**

#### **WHAT TO DO?**

Should you require assistance, please telephone the Breakdown Assist line:

<b>REP. OF IRELAND</b>	<b>I 800 812 228</b>
<b>NORTHERN IRELAND</b>	<b>00 353 91 545972</b>

Please have the following information available when you call:

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

**Mapfre Assistance is responsible only for the cost of providing benefits available through Bump Insurance Breakdown Assistance. If you make your own arrangement you will not be reimbursed.**

## CUSTOMER CARE

In the unlikely event of a dispute occurring regarding this Policy you should, in the first instance, write to:

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

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

**Insurance Ireland,  
Insurance Centre,  
5 Harbourmaster Place,  
IFSC, Dublin 1.**

Should you remain dissatisfied, you may contact:

This procedure is in addition to any other legal rights you may have to take legal action.

### Conditions

1. **NO BENEFITS SHALL BE PAYABLE UNLESS THE COMPANY HAS BEEN NOTIFIED AND HAS AUTHORISED ASSISTANCE THROUGH THE MEDIUM OF THE EMERGENCY TELEPHONE NUMBER PROVIDED.**
2. 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.
3. In the event of cancellation of the policy by the Insured, no return of premium shall be allowed in respect of the Breakdown Assistance portion of the premium.
4. Territorial limits of cover is the island of Ireland.
5. To be eligible for assistance, the Insured shall hold a current Motor Insurance policy.
6. The Insured must be with the vehicle when the repairer arrives. If the Insured is not with the vehicle and our repairer cannot assist, any subsequent assistance will be at the Insured's own cost.
7. We may refuse assistance in circumstances where a driver is clearly intoxicated or under the influence of drugs or the vehicle is in an inaccessible or off road location or cannot be transported safely or legally without hindrance using a standard transporter/ equipment.
8. Cover is not applicable if your vehicle has been modified for or is taking part in racing, trails or rallying.
9. Your vehicle shall at all times be maintained in a good mechanical and roadworthy condition and be regularly serviced.
10. If we have to make a forced entry to the Insured vehicle because you are locked out, you must sign a declaration which states that our recovery agents will not be responsible for the damage
11. 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.
12. Vehicles eligible for assistance will be restricted to Private cars up to 3.5 tonnes in laden weight and are 18 years and under at the time of taking out this policy.

We cannot accept responsibility for the transportation of pet animals or livestock carried within the Insured vehicle, any extra costs involved in the transportation of pets or alternative transportation requirements in the event of a breakdown would not be covered.

14. If you cancel an assistance, you are not eligible for another call out for that assistance.
15. We will use our best endeavours to recover your vehicle; however we cannot attempt to recover your vehicle if modifications or customization on the vehicle 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 alternations to manufacturer's original vehicle ride height.
16. 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.
17. Under the relevant European Law, the parties to a proposed contract of insurance (MAPFRE ASSISTANCE Agency Ireland, the Insurer and you, the Proposer) are free to choose the law applicable to the contract. We propose that the Laws of the Republic of Ireland will apply to this contract. The Insurer with which your contract will be concluded is MAPFRE ASSISTANCE Agency Ireland which is established in Ireland. The EEA state for the purpose of this policy is the Republic of Ireland.
18. The language used in this and all other documents relating to this policy is English. All future communications both verbal and written will be in English.
19. MAPFRE ASSISTANCE breakdown assistance cover is **limited to a maximum of 2 Assists in any 12 month policy term.**

## **N.B. AFTER THE 2ND ASSIST, BREAKDOWN ASSISTANCE BECOMES VOID.**

### **EXCEPTIONS**

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 vehicle is carrying more passengers than that for which it was designed as stated in the Manufacturer's specifications or arising directly of the unreasonable driving of the Vehicle on unsuitable terrain.
4. for any accident or breakdown brought about by an avoidable or wilful or deliberate act committed by the Insured.
5. for the cost of repairing the vehicle other than outlined in the benefit, 'Labour' above.
6. for the cost of any parts, keys, lubricants, fluids or fuel required to restore a vehicle's mobility.
7. for any claim caused by fuels, mineral essences or other flammable materials, explosives or toxins transported in the vehicle.
8. for any breach of this section of the Policy or failure on our part to perform any obligation as a result of acts of God, government control, restrictions or prohibitions, or any other act or omission of any public authority (including Government) whether local, national or international, or the default of any supplier, agent or other person or of labour disputes or difficulties (whether or not within the Company) or any other

- cause whatsoever where such cause is beyond our reasonable control.
9. for assistance as a result of running out of fuel or use of incorrect fuel.
  10. for any winching costs or specialist equipment. For example, any vehicle or equipment used (other than a standard recovery vehicle) which is required to move a vehicle which has left the road or is overturned or without wheels, would be considered specialist equipment. Once the vehicle has been recovered to a suitable location, normal service will be provided.
  11. for claims arising from loss of or damage to contents of your vehicle.
  12. we do not cover punctures where no serviceable spare wheel or tyre is available.

## **DATA PROTECTION**

The information you provide about yourself and about third parties will remain confidential and may be used for the provision and administration of insurance products and related services. Such information may be disclosed in confidence for these purposes to agents or service providers appointed by MAPFRE ASSISTANCE, regulatory bodies, other insurance companies (directly or via a central register) and other MAPFRE Group companies. This information will be processed and held on our computers and manual records.

A person may request, in writing, a copy of details about himself/herself held by MAPFRE ASSISTANCE by sending a written request to the Data Protection Compliance Officer; MAPFRE ASSISTANCE Agency Ireland, Ireland Assist House, Prospect Hill, Galway together with the payment of the applicable fee (currently €6.35). There is also a right to correct any inaccuracies identified in the personal data we hold.

## **ENDORSEMENT 8 - CAR HIRE**

This part of your cover is provided by \* DAS Legal Expenses Insurance Company Limited. DAS Ireland is a branch office of DAS Legal Expenses Insurance Company Limited, having its registered office at DAS House, Quay Side, Temple Back, Bristol BS1 6NH, registered in England and Wales, number 103274. DAS Legal Expenses Insurance Company Limited is authorised and regulated by the Financial Services Authority and is subject to the Central Bank of Ireland's conduct of business requirements. The regulatory system which applies in Ireland is different to that which applies in the UK.

Separate terms and conditions apply and are set out in the following:

## **VEHICLE HIRE COSTS**

If your vehicle cannot be driven following a collision involving another vehicle, accidental damage, theft, attempted theft, fire or vandalism, (subject to availability) we can usually arrange for you to have a replacement hire vehicle until your vehicle can be repaired. Please do not hire a vehicle before obtaining our agreement. If you do, we will not pay the costs involved.

In addition to the General Policy Conditions and General Exceptions of this private motor policy document, unless otherwise stated, the meaning of words, what is not covered and conditions for Motor Legal Protection will also apply in respect of this cover.

## **The meaning of words:-**

### **We, Us, Our, DAS**

DAS Legal Expenses Insurance Company Limited.

### **Vehicle hire costs**

The cost of hiring a Group A, 1.0 litre vehicle for a single period of up to 10 days or until you can drive the insured vehicle again, if this is sooner.

### **Territorial Limit**

The Republic of Ireland

### **Vehicle theft**

The theft of the insured vehicle, which results in the insured vehicle remaining unrecovered for a period of 48 hours or more. This includes taking the insured vehicle without lawful authority.

### **Insured Incidents**

We will arrange and pay your vehicle hire costs following:

- a) accidental damage - making the insured vehicle un-driveable; or
- b) an accident involving a collision between the insured vehicle and another vehicle - making it un-driveable
- c) vehicle theft, attempted vehicle theft or vandalism of the insured vehicle - making it un-driveable

### **What is covered**

Following an insured incident, we will pay vehicle hire costs provided we have agreed to them first. To avail of cover contact:

**DAS Helpline I 850 670 7470**

### **What is not covered**

1. Any vehicle hire costs which are incurred before we agree to pay them.
2. Vehicle hire costs when an insured person makes his or her own arrangements for vehicle hire after an insured incident.
3. All fuel, fares, fines, penalties or fees related to the hire vehicle whilst in your possession
4. Any claim under this policy which occurs whilst the insured vehicle is being used for hire or reward
5. Any claim for vehicle hire, which does not result in an accepted and paid claim under other sections of this policy
6. Any claim for vehicle theft, attempted theft, vandalism of the insured vehicle, which has not been reported to An Garda Síochána/Police.
7. Any claim following an insured incident, which happens during the first 48 hours from the start of your period of cover under this endorsement of your policy.
8. Any claim that arises from your unlawful use of drink or drugs.
9. Any claim arising from windscreen damage/breakage.

## **Conditions**

- a) An insured person must agree to our trying to recover any vehicle hire costs in his or her name and any costs recovered must be paid to us
- b) We will choose the vehicle hire company and the type of vehicle to be hired.
- c) We will decide how long a vehicle can be hired for.
- d) An insured person must meet the age and licensing requirements of the vehicle hire company we choose and must fully comply with any conditions of hire.
- e) The vehicle theft, attempted theft or vandalism of the insured vehicle must be reported to An Garda Síochána/Police and a crime reference must be obtained.
- f) Details of vehicle theft, attempted theft or vandalism of the insured vehicle or any accident involving the insured vehicle must be reported to your insurance company or broker and a claim reference obtained, if one is allocated.
- g) A replacement vehicle will then be arranged by us on your behalf, where available, and subject to us being satisfied that you are fully eligible and are not excluded under the terms and conditions of this policy.
- h) An insured person must inform us as soon as the insured vehicle becomes available to drive again.

## **ENDORSEMENT 9 - INDEMNITY TO EMPLOYER**

If Your Schedule shows that this endorsement applies, We agree that for the purposes of Section 1 – Liability To Others, Your employer as named in Your Schedule is an Insured Person provided that:

- (i) Your Employer does not have cover under any other Policy
- (ii) Your Employer; observes, fulfils and is subject to the terms, exceptions, conditions and endorsements of this Policy in so far as they can apply as if they were you

## **ENDORSEMENT 10 - CONTAMINATED FUEL/LUBRICANT**

We will not pay for damage to Your Car nor any subsequent loss arising from the use of or the filling of Your Car with substandard or contaminated fuel, green diesel or lubricant.

## **ENDORSEMENT 11 - RESTRICTION OF COVER FOR DRIVERS UNDER 25 YEARS OF AGE**

Even if Your schedule shows it to apply. We will not pay for any loss under Section 2 - Loss of or Damage to Your Car while it is being driven by, or is in the charge of (for the purpose of being driven by), any person under 25 years of age.

## **ENDORSEMENT 12 - RESTRICTION OF COVER FOR DRIVERS HOLDING A PROVISIONAL LICENCE OR LEARNER PERMIT**

Even if Your schedule shows it to apply. We will not pay for any loss under Section 2 - Loss of or Damage to Your Car - while it is being driven by, or is in the charge of (for the purpose of being driven by), any person who holds a provisional licence or learner permit.



# Section 10: Complaints

When things go wrong, You may wish to raise a complaint with Us.

For complaints relating to endorsement 5 – Windscreen Cover, endorsement 6 – Legal Assistance, or endorsement 7 – Breakdown Motor Assistance, please refer to the individual Sections in this booklet. For any other complaint, Our complaints Policy is set out below.

We will:

- do Our best to deal with Your complaint as effectively and quickly as possible;
- acknowledge Your complaint in writing within 5 days of receiving it;
- provide You with the name of the person or people who will be Your point of contact with Us until Your complaint is either resolved or cannot be progressed further;
- provide You with updates on the progress of the investigation into Your complaint at least every 20 days; and
- attempt to investigate and resolve Your complaint within 40 working days of receiving it.

If Your complaint has not been resolved after 40 working days, You can contact the Financial Services and Pensions Ombudsman (contact details below).

Any telephone calls made in connection with this Policy may be monitored or recorded for training and quality control purposes.

## Making a complaint

<b>Step 1</b>	Please send Your complaint to the intermediary (person, agent, or company) from whom You bought this Insurance Policy.
<b>Step 2</b>	<p>If Your complaint is not resolved to Your satisfaction by the intermediary, You can contact Us at:</p> <p>Customer Services Team          Bump Insurance          The Bushels          Cornmarket          Wexford          Ireland</p> <p>Telephone: 091 42 11 11          Fax: +353 (0)53 91 80399          Email: info@bump.ie</p>
<b>Step 3</b>	If You are still not satisfied with how Your complaint has been dealt with, You can contact the Underwriter at the address shown in Your Schedule.

<b>Step 4</b>	<p>If Your complaint remains unresolved please contact the:</p> <p>Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2 D02 VH29</p> <p>Telephone: 1 890 882 090 (lo-call in Republic of Ireland) +353 (0)1 567 7000</p> <p>Email: <a href="mailto:info@fspo.ie">info@fspo.ie</a></p> <p>Website: <a href="http://www.fspo.ie">www.fspo.ie</a></p>
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# Section I I: Data Protection

## Data Protection Notice

This Data Protection Notice contains the information you need to understand about how your personal data is used by the Insurer and Intermediaries. If you would like more details, please see [www.archcagroup.com](http://www.archcagroup.com) or [www.bump.ie](http://www.bump.ie), or contact us using the details in Section I I below.

In this Data Protection Notice:

**Insurer** refers to Arch Insurance (EU) Designated Activity Company trading as Alwyn Europe,

**Intermediary** refers to Bump Underwriting Limited, who arrange and administer insurance and handle claims, together, referred to as “we”, “us” and “our.”

**You / your** means the policyholder and any other person getting a benefit from this insurance policy, such as an additional driver.

**Your data** means your personal data. Personal data means any data relating to an identified or identifiable living individual.

In order to manage our business and provide our services to customers, we collect a certain amount of personal data. This Data Protection Notice sets out the basis on which we gather, use, process and disclose any of your data that we collect. We will use your data only for the purposes and in the manner set out below which describes the steps we take to ensure our processing of your data is in compliance with the General Data Protection Regulation ((EU) 2016/679) and any implementing legislation.

**Please read the following carefully to understand our use of your data.**

**Your Right to Object – Please note that you have a right to object to the processing of your data where that processing is carried out for our legitimate interests.**

### I. What Personal Data may we collect about you?

The types of data that are processed may include:

Category	Types of Data Collected
Individual details	Name, address, gender, marital status, date of birth, marketing preferences, bank account details or payment card details, vehicle details, criminal convictions, penalty points, employer, job title and family details, including their relationship to you.
Identification details	Identification numbers issued by government bodies or agencies, including your driving licence number.

Credit and anti-fraud data	Credit and anti-fraud data such as credit history, credit score, sanctions and criminal offences, and information from various antifraud databases related to you.
Special categories of personal data and data related to criminal convictions and offences	Certain categories of personal data which have additional protection under EU data protection law. These categories are health (for example injuries and relevant pre-existing medical conditions) and relevant criminal convictions
Claims information	Information about previous and current claims, (including other unrelated insurances).
Risk details	Information about you and your vehicle which we need to collect in order to assess the risk to be insured and provide a quote. This may include data relating to your health, relevant criminal convictions, or other special categories of personal data.

## 2. The Purposes of, and Legal Basis for, Processing Your Data

We hold, process and disclose your personal data in order to provide you with insurance cover in accordance with our contract and to take steps at your request prior to entering into a contract. This includes using your personal data for:

- Quotation and Inception;
- Policy Administration;
- Claims Processing; and
- Renewals

We may use your data where:

- a) it is necessary to comply with our legal and regulatory obligations (for example, complying with reporting obligations to the Central Bank of Ireland or other applicable regulatory authorities);
- b) it is necessary to support our legitimate interests in managing our business, including in connection with (i) the administration of the policy, (ii) improving our insurance products and services, (iii) prevention and detection of crime, (iv) statistical analysis, (v) transferring business, company sales and reorganisations; and (vi) obtaining reinsurance (including when reinsurers are deciding whether to provide us with reinsurance cover, assessing and dealing with reinsurance claims and meeting their legal obligations); provided in each case that such interests are not overridden by your interests and rights; and
- c) you have consented to processing your data in such a way. You may withdraw your consent to such processing at any time.

Where you provide us with the personal data of third parties (e.g., a named driver), you should take steps to inform the third party that you need to disclose their details to us, identifying the Insurer and Intermediary. We will process their personal data in accordance with this Data Protection Notice

### **3. Criminal Convictions**

We may hold, use, disclose and process personal data relating to relevant criminal conviction and offences for the following purposes (i) in order to underwrite risk appropriately, calculate a quote or policy renewal and risk assess any person who will be driving the insured vehicle (e.g., a risk assessment), (ii) for fraud detection or prevention or (iii) where required for claims handling. We will only carry out such processing where it is authorized by European Union (EU) or Member State law.

### **4. Special Categories of Personal Data**

Special categories of personal data include data about health. We hold, use, disclose and process special categories of personal data where:

- you have given us your explicit consent;
- the processing is necessary to protect your, or another person's vital interest;
- your personal data has been made widely publicly available by you;
- the processing is necessary for the establishment, exercise or defence of legal claims; or
- necessary for reasons of substantial public interest on the basis of law.

### **5. Who We Share Your Information with**

In order to provide insurance services and to comply with our legal obligations, it may be necessary for us to disclose your data to third parties, including without limitation to the following:

- other parts of our businesses, our agents and third parties who provide services to us, your Intermediary and other insurers, either directly or via those acting for the Insurer;
- regulatory and law enforcement bodies, including an An Garda Síochána, where we are required to do;
- legal, financial, medical and other professional advisors; and
- the Insurer's reinsurers and reinsurance brokers. Reinsurers will use your data to decide whether to provide reinsurance cover; assess and deal with reinsurance claims and to meet legal obligations.

Reinsurers will keep your data for the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and third party service providers, law enforcement and regulatory bodies. Please see [www.archcapgroup.com](http://www.archcapgroup.com) for more detailed information on processing by the Insurer's reinsurers and other parts of the Insurer's group.

### **6. Transfer of Personal Data outside the EEA**

Your data may be transferred to and stored at a destination outside of the European Economic Area (EEA) for purposes described above (including in particular Switzerland, Bermuda and the US). Those countries may not provide an adequate level of protection in relation to processing your data.

To ensure that your data does receive an adequate level of protection we have put in place the following safeguards to protect the privacy and integrity of it:

- **Model Clauses:** standard clauses in our contracts with the third parties described above to ensure that any personal data leaving the EEA will be transferred in compliance with EU data-protection law. A copy of our Model Clauses are available on request by using the contact details listed in Section 11 below; and
- **EU/Swiss-U.S. Privacy Shield:** an agreement between the EU and the Governments of Switzerland and the US concerning the treatment of data concerning EU citizens. Some of our third parties may be certified under the EU/Swiss-U.S. Privacy Shield.

## 7. How Long we Keep Your Data

We are required to ensure that your data is accurate and maintained in a secure environment for a period of time no longer than necessary for the purposes for which we are processing it. Information submitted for a quotation where you did not purchase our product may be retained by us for a period of up to 15 months from the date of the last quotation. Where you purchase our insurance product, information will be held for the duration of your insurance cover and a period of at least 7 years after the end of our relationship, which may include the conclusion of claims made under the policy. We keep information after our relationship ends in order to comply with applicable laws and regulations and for use in connection with any legal claims.

## 8. Automated Decision Making

You have a right not to be subjected to decisions based solely on automated processing, including profiling, which produce legal effects concerning you or similarly significantly affects you. However in certain circumstances we are entitled to use automated decision-making and profiling. These cases are restricted to situations where the decision is necessary for entering into a contract, or for administering that contract (including deciding whether to insure you, what terms may apply and what the premium will be), where it is authorised by law or where you have provided your explicit consent, which you may withdraw at any time. Where we base a decision on solely automated decision-making you will always be entitled to have a person review the decision so that you can contest it and put your point of view and circumstances forward.

## 9. Your Data Rights

You have several rights in relation to your data. You have a right to:

- access a copy of your data held by us;
- request correction of your data if it is inaccurate or incomplete;
- request deletion of your data in certain circumstances;
- restrict our use of your data in certain circumstances;
- move (or port) your data which you have given us to process on the basis of your consent, contract or for automated processing;
- object to the processing of your data where our legal basis for processing it is our legitimate interests. In such a case we must stop processing your data unless we can demonstrate compelling legitimate interests which override your interests and you have a right to request information on the balancing test we use; and
- not to be subject to a decision based on automated processing, including profiling which has legal or similar significant effects except as set out in endorsement 5 above.

There are some circumstances where these rights cannot be exercised, such as when the processing of your data is necessary to comply with a legal obligation or for the exercise or defence of legal claims. If you wish to exercise any of these rights please contact us using the details in Section 11 below. We will respond to your request in writing, or orally if requested, as soon as we can and in any event within one month of your request. In exceptional cases, we may extend this period by two months, and if we do this we will tell you why. We may request proof of identification to verify your request.

## 10. Consequences of Failure to Provide Information

If we cannot collect or process your data, we may not be able to provide you with, or administer, your insurance policy or deal with a claim.

If we ask for information and you do not wish to give it to us, or if you wish to withdraw consent to the use of your personal data, we will explain the consequences based on the specific information concerned including whether it is a legal or contractual requirement that we use such data. Such consequences may include us refusing to provide you with an insurance policy. If you have any queries in respect of the consequences of not providing information or withdrawing your consent, please contact us using the details listed in Section 11 below.

## 11. Further Information

If you require any further information about how we use your data or if you want to exercise any of your rights under this Data Protection Notice, please contact us as listed below:

Insurer	Intermediary
<p><b>Arch Insurance (EU) Designated Activity Company trading as Alwyn Europe</b> Block 3 The Oval, 160 Shelbourne Road, Ballsbridge, Dublin 4 Tel: +1-914-872-3600 Email: ArchDPO@archcapservices.com</p>	<p><b>Bump Underwriting Limited</b> Data Protection Officer Bump Insurance The Bushels Commarket Wexford Tel: 091 42 11 11 E-mail: info@bump.ie</p>

## 12. Your Right to Complain to the ODPC

If you are not satisfied with our use of your data or our response to any request by you to exercise any of your rights, you have the right to lodge a complaint with the Office of The Data Protection Commissioner. Please see the below contact details:

Data Protection Commissioner  
Canal House  
Station Road Website:  
Portarlinton  
County Laois  
R32 AP23

Phone: +353 (0)761 104 800.  
E-Mail: info@dataprotection.ie  
www.dataprotection.ie

### **13. Important Information about This Data Protection Notice**

Each Insurer and Intermediary providing this Data Protection Notice to you is a separate legal entity and separate data controller in respect of your data.







Bump Car is underwritten by Arch Insurance (EU) Designated Activity Company trading as Alwyn Europe. Alwyn Europe is regulated by the Central Bank of Ireland.

**Issue 2019 12**

**Bump Insurance**

The Bushels, Commarket, Wexford.

**t** 091 42 11 11 **f** 053 91 80399

**e** [info@bump.ie](mailto:info@bump.ie) **w** [www.bump.ie](http://www.bump.ie)

BI/PCI PB version 10 (12/19)

