

PATRONA

UNDERWRITING

Only available
through your Broker



Private Car Insurance

Policy Document

Patrona Underwriting Limited

FLEXI CAR

POLICY DOCUMENT

Welcome to Patrona

Thank you for buying a Patrona Underwriting insurance policy. We're really pleased that you have chosen us for your car insurance needs and we are confident that you will be satisfied with the cover and service you receive. This booklet contains everything you need to know about your insurance and how to contact us. This is our flexible motor product, named '**Flexi Car**'. This product has been designed to allow you flexibility in terms of the range of cover you have selected to suit your needs as well as a range of cover, benefits and level of deductible. Your schedule will identify which version of 'Flexi Car' you have purchased and should be read in conjunction with your policy booklet, so make sure you keep it in a safe place together with your Certificate of Insurance.

EXCEPTIONAL SERVICE

Our claims service goes the extra mile and we are committed to doing the right thing for you. We aim to settle claims quickly and efficiently, even in the most difficult circumstances. If you ever need to make a claim, just call our friendly call centre on:

Republic of Ireland: 053 91 80333
Outside of Republic of Ireland: + 353 53 91 80333



Tony Wright CEO, Patrona Underwriting Ltd

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Section 1 : **Important Things you should know**

1. IMPORTANT INFORMATION

Please read this policy, the schedule, (including endorsements) and the Certificate of Motor Insurance very carefully. Together with the information you gave us in the Proposal Form / Statement of Fact and declarations that you have made, they form the contract of motor insurance. You should pay particular attention to the general exclusions, general conditions and any endorsements that apply.

Please tell your Insurance Broker immediately if you have any questions, if the cover does not meet your needs or if any part of your insurance documentation is incorrect.

2. COOLING-OFF PERIOD / RIGHT TO CANCEL

You, the consumer, have the right to cancel this policy within 14 days of inception or renewal date or the date you receive these policy documents without penalty and without giving any reason. To do this, you must advise us (or your Insurance Broker) and return the Certificate of Motor Insurance and insurance disc. If you choose to cancel this policy during the Cooling-Off period, you will have to pay a proportional amount of premium for the period of time you had insurance cover, provided no claim has occurred since the inception or renewal date.

3. THE POLICY IS UNDERWRITTEN BY:

1) All Policy Sections other than Sections 10, 11 and 12:

Qudos Insurance A/S
Kongevejen 371
DK-2840 Holte
Denmark
Telephone: +45 3126 5550
Qudos Insurance A/S is regulated by the Danish FSA with FSA No.: 53112 and
CVR No. DK 3395 6967

2) Section 10 – Accidental Death:

Hiscox Syndicate 33 at Lloyd's
Hiscox London Office
1 Great St Helen's
London
EC3A 6HX
United Kingdom
Tel: +44 (0)20 7448 6000

3) Section 11 – Breakdown Assistance:

MAPFRE ASSISTANCE Agency Ireland

22-26 Prospect Hill

Galway

Ireland

Telephone: +353 91 501610

MAPFRE ASSISTANCE Agency Ireland is regulated by the Direccion General de Seguro y Fondos de Pensiones del Ministerio de Economia y Hacienda, Spain.

4) Section 12 – Motor Legal Expenses:

Inter Partner Assistance SA, a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group administered on their behalf by:

Arc Legal Assistance Limited

The Gatehouse

Lodge Park

Lodge Lane

Colchester

CO4 5NE

United Kingdom

Tel: 0844 770 9000

Arc Legal Assistance Limited is authorised and regulated by the Financial Services Authority in the United Kingdom.

4. THE POLICY IS ARRANGED BY:

Patrona Underwriting Limited

The Bushels

Cornmarket

Wexford

Telephone: +353 53 91 80300

Patrona Underwriting Limited is regulated by the Central Bank of Ireland

5. DATA PROTECTION NOTICE

It is important that you read this Data Protection Notice or that someone explains it to you. The Notice must be shown to any party related to the insurance. It explains how we may use your details and tells you about the systems and registers that we and others have in place which allow us to detect and prevent fraudulent applications and claims. You must tell us about any incident, (such as an accident, fire or theft) whether or not a claim is likely to result. When you tell us about such an incident, information relating to it will be passed to the registers. We may search these databases when you apply for insurance, at renewal or in the event of an incident or a claim, to validate your claims history or that of any other person or property likely to be involved in the policy or claim. We may share information about you with other companies providing services to us.

6. PREVENTING AND DETECTING FRAUD CLAIMS HISTORY

In order to prevent and detect insurance related fraud, we may do the following at any time:

- Share information about you with other Companies providing services to us.
- Check and/or file your details with fraud prevention agencies, registers and databases and if you give us false or inaccurate information/or make or attempt to make a fraudulent claim, this information will be recorded on the registers.

If you have any queries or would like more information about Data Protection, please write to the Office of Data Protection Commissioners, Canal House, Station road, Portarlington, Co. Laois.

Email: info@dataprotection.ie

Under the Data Protection Acts 1988 and 2003 of Ireland, you are entitled, if you pay a fee, to receive a copy of the information we hold about you.

7. THE LAW WHICH APPLIES TO THE CONTRACT

Under European law and the law of the Republic of Ireland, you and we can choose the law which will apply to this contract. We propose that the law of the Republic of Ireland will apply. This insurance is provided by us, Patrona Underwriting Limited.

8. COMPLAINTS POLICY

1) Complaints Policy - All Policy Sections other than Sections 10, 11 and 12:

We aim to give excellent service to all our customers; however, we recognise that things may occasionally go wrong.

We will do our best to deal with your complaint as effectively and quickly as possible.

We will acknowledge each complaint on paper or another durable medium within 5 days of the complaint being received.

We will provide you with the name of one or more individuals to be your point of contact in relation to the complaint until it is resolved or cannot be progressed further.

We will provide you with regular updates on the progress of the investigation of a complaint at intervals of not less than 20 business days starting from the date on which the complaint was made.

We will attempt to investigate and resolve a complaint within 40 business days of having received the complaint.

Any telephone calls made in connection with this policy may be monitored or recorded to assist with staff training and for quality control

Where 40 days have elapsed and the complaint is not resolved, you can contact the relevant Financial Services Ombudsman Bureau.

Step 1	If you arranged your cover through an agent or adviser, please send your complaint to them.	
Step 2	<p>If your complaint is not sorted out to your satisfaction, please contact:</p> <p>Customer Services Team, Patrona Underwriting Limited The Bushels, Cornmarket Wexford Tel: 053 91 80322 Fax: 053 91 80399 Email: customerservices@patrona.ie Web: www.patrona.ie</p>	
Step 3	<p>If for some reason you are not happy with how Patrona Underwriting Limited has dealt with your complaint, please then contact the following:</p> <p>Customer Relations Manager Qudos Insurance AVS Kongevejen 371 DK-2840 Holte Denmark Tel: +45 3126 5550 Email: info@qudosinsurance.dk</p>	
Step 4	If you are still unhappy and :	
Step 5	<p>a) Your complaint relates to the sales or administration of your policy, then contact:</p> <p>The Financial Services Ombudsman Bureau at 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. LoCall: 1 890 88 20 90 Phone: 01 662 0899 Fax: 01 662 0890 E-mail: enquiries@financialombudsman.ie Web: www.financialombudsman.ie</p>	<p>b) Your complaint relates to the policy wording itself then please write to the Insurance Ombudsman in Denmark at:</p> <p>Insurance Appeals Board, Anker Heegaard Street 2 Box 360 DK – 1572 Copenhagen V Denmark Phone: +45 3315 8900</p>

2) Complaints Policy - Section 10 – Accidental Death

- The cover provided by Section 10 – Accidental Death is underwritten separately by Hiscox Syndicate 33 at Lloyds.
- The complaints policy for Section 10 – Accidental Death is outlined under Point 8 of Section 10 – Accidental Death further on in this document under the heading “Complaints Procedure”.

3) Complaints Policy - Section 11 - Breakdown Assistance

- The cover provided by Section 11 – Breakdown Assistance is underwritten separately by MAPFRE ASISTENCIA.
- The complaints policy for Section 11 – Breakdown Assistance can be found under the heading “Customer Care” outlined under Section 11 – Breakdown Assistance further on in this document.

4) Complaints Policy - Section 12 - Motor Legal Expenses

- The cover provided by Section 12 – Motor Legal Expenses is underwritten separately by Inter Partner Assistance SA (part of the global AXA Group) and administered on their behalf by Arc Legal Assistance Limited.
- The complaints policy for Section 12 – Motor Legal Expenses can be found under the heading “Disputes” within Section 12 – Motor Legal Expenses further on in this document.

You will not lose your right to take legal action if you contact any of the above.

9. INSURANCE ACT 1936 (SECTION 93)

All money which is paid or may be paid by us to you under this policy will be paid in Republic of Ireland.

10 IF YOUR CAR IS LAID UP (OUT OF USE)

We will refund part of your premium for the period from the date you return the Road Traffic Act Certificate and disc to us, if your car is laid up for at least four weeks in a row and you suspend the insurance. As long as no claim or loss has arisen in the current period of cover, we will refund a percentage of your premium based on the time your car is out of use. The amount we will refund will depend on how much cover is left on your policy. Only the Third Party Liability part of your cover will be suspended.

11 USING YOUR CAR ABROAD

We will automatically include cover as per EU legislation for third party risks. For accidental damage, fire and theft extension for your vehicle, cover is determined by the Flexi Car option you have chosen which is noted in your schedule.

The following cover does not apply when you are using your car abroad unless as provided in your schedule:

- Driving other cars
- Section 11 – Breakdown Assistance

If you need a Green Card, we will give you one free of charge.
Please contact us at least one week before your journey.

12 STAMP DUTIES CONSOLIDATION ACT 1999

The appropriate stamp duty has been or will be paid in line with Section 5 of the Stamp Duties Consolidation Act 1999.

Section 2 : **Definitions**

Throughout the text certain words have a specific meaning wherever they appear and we have defined these below:

2.1. Approved Repairer

A repairer we have approved and authorised to repair your car following a claim.

2.2. Approved Windscreen Supplier

A repairer we have approved and authorised to repair or replace glass or windscreen in your car following a claim.

2.3. Bodily Injury

Injury resulting directly from a motor accident caused by something violent and visible.

2.4. Car

Any vehicle you have given us details of and which we describe under the heading of 'Vehicles or classes of vehicles, the use of which is covered' in the Certificate we have given you and which is still in force.

2.5. Car-sharing

When your car is being used for social or similar purposes to carry passengers and you receive contributions for this, we will not consider it to be using your car for hire or reward as long as:

- your car is not built or adapted for more than eight passengers;
- you are not carrying passengers as a business; and
- the total contributions you receive do not mean you make a profit.

If you are not sure about your cover, please contact us.

2.6. Certificate

The current document that proves you have the motor insurance you need by law. The Certificate shows who is insured to drive your car, what you can use your car for and what cars you are allowed to drive. It is proof that you can use your car on a road or in any other public place, as needed by the Road Traffic Acts. The Certificate does not show the cover you have.

2.7. Consumer

In accordance with the Distance Marketing Directive (Directive 2012/65/EEC) the consumer is a natural person acting for purposes outside his /her trade, business or profession.

2.8. Endorsement

Changes in the terms of your policy. These are shown in your schedule and described in Section 13 - Endorsements of your policy.

2.9. Europe

Any member state of the European Union and any other Country that is a current member of the Green

Card system (providing we have issued you with a green card).

2.10. Excess

The amount you will have to pay towards any claim.

2.10.1. Compulsory Excess

Under this policy, it is compulsory to pay an amount towards the cost of any claim in respect of damage to the Insured vehicle, excluding windscreen, fire or theft claims. The amount applicable is displayed on your Schedule of Insurance.

2.10.2. Voluntary Excess

Furthermore, you may have chosen to pay an amount in addition to the Compulsory Excess in respect of any claim in respect of damage to the Insured vehicle, excluding windscreen, fire or theft claims. The amount of this additional excess is displayed on your Schedule of Insurance.

2.11. Fire Brigade Charges

Charges made by a fire authority under the Fire Services Act 1981 to:

- control or put out a fire in your car (in circumstances which have given rise to a valid claim under your policy); and
- remove the driver or passengers from the car using cutting equipment.

2.12. Fully Protected No Claims Discount

- This option can only be availed of at either inception or on renewal of the policy (subject to no claims having been notified).
- This cover is only available on certain flexi car policy types, please refer to **Section 5: Table of Benefits** and your schedule.
- A protected No Claims Discount is available and if you have this cover it will be noted on your schedule.
- If you have this cover, your existing No Claims Discount entitlement will not be reduced in the event of there being:
 - Two (2) claims (excluding windscreen claims) under the policy in any consecutive three (3) year period.
 - In the event of a 3rd claim (excluding windscreen claims) arising under the policy, the No Claims Discount will be reduced to NIL.

Although you can protect your No Claims Discount, your premium may increase if:

- you make large claims;
- you receive motoring convictions; or
- we decide it is necessary for any other reason.

Any payment we make for fire, theft or windscreen claims will not affect your No Claims Discount.

2.13. Insurance Provided

All of the Flexi Car policies provide insurance for liability to third parties. Cover for loss or damage to your vehicle depends on the Flexi Car product you have selected.

2.14. Insured Person

For the purpose of insurance under this section, the term 'Insured Person' means:
you;

- any person entitled to drive under the terms of the Certificate other than a person in the motor trade driving the car for purposes of overhaul, upkeep, or repair;
- any person, with your permission, using but not driving the Insured Vehicle for social, domestic and pleasure purposes;
- any person, with your permission, who is in, getting into or getting out of the Insured Vehicle;
- the owner of the Insured Vehicle (if you ask us);
- the employer or business partner of any person whose business use is covered by the terms of the Certificate.

2.15. Ireland

The Republic of Ireland

2.16. Market Value

The amount you would have got for your car if you offered it for sale at the time of the accident or loss.

2.17. Natural Person

A living human being.

2.18. No Claims Discount (NCD)

- If no claim arises under this policy in the period of insurance, you will earn a No Claims Discount off your annual insurance premium. The more years No Claims Discount earned will result in a higher discount off your premium.
- The discount is applied on the scale that is applicable at the time of renewal up to a maximum of 60%.
- We will not discount any premiums to insure your car against fire or theft, and premiums for any optional extra cover
- Any payment we make for fire, theft or windscreen claims will not affect your No Claims Discount.
- You earn the No Claims Discount on each car separately if you insure more than one car with us.
- If you make a claim, your No Claims Discount will be reduced to Nil at next renewal unless you have availed of one of our No Claim Discount Protection options which are defined under either point 2.12 or 2.26 of this document.

2.19. Partner

Your partner or husband or wife, living at the same address as you and sharing financial responsibilities with you. This does not include any business partner or associate.

2.20. Passenger

Any person (other than the person driving) being carried in, or getting in or out of, the insured vehicle or any person who causes an accident while they are travelling in, or getting in or out of, the insured vehicle.

2.21. Period of Insurance

The period of time covered by this policy, as shown in the schedule, and any further period that we agree to insure you for.

2.22. Personal Belongings

Clothes and personal belongings you own or are looking after. You are not covered for:

- Money, stamps, tickets, documents, securities (financial certificates such as shares and bonds), furs, or jewellery.
- Tools, equipment, goods or samples, carried in connection with any trade or business or property insured with another insurance policy.
- Theft of personal belongings if carried in an open top or convertible car unless they are kept in the boot.
- Satellite navigational equipment unless fitted by the manufacturer or authorised dealer as original equipment for the vehicle.
- The limits provided under this section are shown on Section 5 – Table of Benefits.

2.23. Private Car

Any vehicle built mainly for carrying passengers and taxed for private use only.

2.24. Proposal Form / Statement of Fact

The document completed by you, or on your behalf by an Insurance Broker or someone else and all other information you gave and declarations made at the time the insurance was arranged and on which we have relied when agreeing to offer this Contract of motor insurance. If you do not give us full information at the start, and tell us about changes, this Contract of motor insurance may no longer be valid and we may refuse to deal with any claim.

2.25. Schedule

The document which gives details of the cover you have.

2.26. Step Back No Claims Discount

This option can only be availed of at either inception or on renewal of the policy (subject to no claims having been notified). This cover is only available on certain flexi car policy types, please refer to **Section 5: Table of Benefits** and your schedule.

If you make a single claim or one arises during any period of insurance, we will reduce your no claim discount as follows:

Pre – Claim NCD	Post Claim Step back NCD
5 year	3 year
4 year	2 year
3 year	1 year
2 year	0 year
1 year	0 year

Although you can protect your No Claims Discount, your premium may increase if:

- you make large claims;
- you receive motoring convictions; or
- we decide it is necessary for any other reason.

Any payment we make for fire, theft or windscreen claims will not affect your No Claims Discount.

2.27. UK

England, Scotland, Wales and Northern Ireland.

2.28. Uninsured Losses

Losses you cannot recover from any insurance policy.

2.29. We, us, our

Patrona Underwriting Limited on behalf of Qudos Insurance A/S

2.30. You, your

The policyholder named in the schedule

Section 3: **General Conditions**

1 KEEPING TO POLICY CONDITIONS

You must keep to these conditions before we will make any payment under this policy.

- A The answers in any Proposal Form / Statement of Fact declaration for this insurance must be true and complete as far as you know. The Proposal Form / Statement of Fact declaration will form the basis of this contract.
- B You or any other person on whose behalf payment is claimed must keep to the terms and conditions of this policy.
- C You must let us know about any relevant or material facts that may possibly affect our decision to provide insurance, since the start date of the policy or your last renewal date (whichever is the latest). If you do not reveal these facts, your policy may not provide the cover you need or may not be valid at all.
- D Any person whose driving is covered by the terms of the Certificate must hold a licence to drive that vehicle and must meet the conditions and any limits of the driving licence held or, if they have held a licence to drive that vehicle, must not have been disqualified from holding that licence.

2 CLAIMS

A You or any other person we cover must:

- i) Write and let us know immediately about any event which may give rise to a claim under this policy with all the details we may need;
- ii) Write and tell us immediately if you become aware of any prosecution or inquest in connection with the event;
- iii) Not admit, deny, negotiate or settle a claim without our written permission;
- iv) Send us all documents, proof, information or similar document, upon receipt which we may reasonably need; and
- v) Send us every letter, claim, legal proceedings including writ, civil bill, civil summons, Injuries Board correspondence or other notice and every correspondence, communication or notice unanswered immediately on receipt.
- vi) Co-operate fully with us in investigating and handling any claim.

B We may do the following:

- i) We may take over and carry out in your name (or that of any person defined as an 'Insured Person' under Section 2 – **Definitions** of this policy) legal proceedings to defend or settle any claim, or to prosecute in your name (or the name of another person) any claim for our own benefit. We will decide how any proceedings are carried out or how any claim is settled.
- ii) If we have to meet any legal liabilities under this insurance as a Road Traffic Act insurer, we have the right to ask you (or any other person) to repay us if you have not kept to the terms, conditions and exceptions of this policy.
- iii) If the law of any country in which this policy applies, or an agreement between insurers and government (for example, The Motor Insurers' Bureau of Ireland agreement) says we must make any payment on your behalf which we would not otherwise have paid, we have the right to:
 - (1) recover the amount from you;Or
 - (2) recover the amount from the person who was responsible; or
 - (3) recover the amount back from both of you.

3 CANCELLATION

You may cancel this policy at any time by returning your Certificate of Motor Insurance and windscreen disc to us. As long as no claim has happened during the current period of insurance, we will work out the premium for the period for which we have insured you and refund any balance, provided that the refund due to you amounts to at least €25. If you cancel the policy during the first year, the refund will be based on our short period rates as follows:

Short period rates

Period for which policy cover operated in the first year	Percentage of yearly premium that could be refunded
Less than 1 month	80%
Not more than 1 month	70%
Not more than 2 months	60%
Not more than 3 months	50%
Not more than 4 months	40%
Not more than 5 months	30%
Not more than 6 months	20%
Not more than 7 months	10%
8 months or over	0%

We may cancel this policy by sending 10 days' notice by registered letter to your last known address. You will then be entitled to a refund of part of your premium, as long as the refund amounts to at least €25. The Certificate and disc of Motor Insurance will remain our property and you must return them to us or to your insurance broker immediately in line with the Road Traffic Acts. If you suspend cover we will hold the premium until we reinstate the policy or until the policy expiry date as shown in the schedule. You must suspend your cover for at least 30 days in a row to qualify for a credit. If you are paying by instalments, you must still pay the yearly premium and you must keep up payments during the period of suspension.

***Please note certain types of cover included as a benefit or purchased as an add on benefit under this policy are subject to minimum and nonrefundable premiums. These include Windscreen and Windows, Accidental Death, Breakdown Assistance & Motor Legal Expenses. If the policy is cancelled (after the first 14 days) or a permanent reduction in cover is made midterm there will be no return premium allowed in respect of sections 9, 10, 11 or 12.**

4 MID TERM ALTERATIONS

If you make an alteration to your policy and this results in an adjustment in premium, we will not charge you for premium adjustments less than €25, nor will we refund you any premium amounts of less than €25.

***Please note certain types of cover included as a benefit or purchased as an add on benefit under this policy are subject to minimum and nonrefundable premiums. These include Windscreen and Windows, Accidental Death, Breakdown Assistance & Motor Legal Expenses. If the policy is cancelled (after the first 14 days) or a permanent reduction in cover is made midterm there will be no return premium allowed in respect of sections 9, 10, 11 or 12.**

5 TEMPORARY ALTERATIONS

A private car may be temporarily substituted for a private car up to 2000cc engine or a commercial vehicle up to 2,540 kg carrying capacity for a period not exceeding fifteen (15) days at a time and thirty (30) days in total, during any one period of insurance.

6 FRAUD

If any claim is fraudulent in any way or if you or anyone acting on your behalf has used any type of fraud, you will lose all benefit under this policy. This will also apply if you exaggerate a claim or if you send forged or false documents to us.

7 DUTY TO TAKE CARE

You must take all reasonable steps to prevent accident, injury, loss or damage, and must keep your car in a roadworthy condition. While unattended, the car must not be left unlocked or the keys to the ignition left with the car. You must allow us to examine your car at any time.

8 ARBITRATION

Any dispute between you and us (about our liability over a claim or the amount to be paid, where the amount of the claim is €5,000 or more) must be referred (within 12 months of the dispute arising) to an arbitrator appointed jointly by you and us. If you and we cannot agree on an arbitrator, the President of the Law Society of Ireland will decide on the arbitrator and the decision of that arbitrator will be final. We may not refer the dispute to arbitration without your consent where the amount of the claim is less than €5,000. If you do not refer such a dispute to arbitration within 12 months, we will treat the claim as abandoned.

9 REPLACEMENT OR EXTRA CAR

You must:

- A Immediately give us full details of any replacement or extra private car, if not, you will have no cover under this policy for that replacement or extra car;
- B Pay us any extra premium due;
- C Let us know if you dispose of the car so you can qualify for a refund of your premium.

10 OTHER INSURANCE

- A If at the time of any claim you have another insurance policy covering the same loss, damage or liability, we will pay only our share of the claim.
- B If at the time of any claim any other insured person (defined in Section 2 - Definitions) has another insurance policy covering the same loss, damage or liability, we will not pay any part of the claim.

11 AUTOMATIC RENEWAL

We may automatically renew your policy on the renewal date. If we plan to automatically renew, we will let you know we are planning to do this before your cover ends together with sending you or your insurance broker, details of the renewal premium. If you do not want to renew this policy, you should advise us or your insurance broker before the renewal date.

12 HIGH VALUE VEHICLES AND TRACKING REQUIREMENT

- It is an express warranty of this insurance that Cars with a market value in excess of €60,000 must be fitted with an operational Thatcham Category 7 Certified Tracking Device or equivalent and that the network subscriptions are paid up to date. In the event of the vehicle being stolen, the tracking device must be activated immediately by reporting the theft to both the local police and the tracking device network.
- Cars with a market value in excess than €75,000 are not acceptable unless already agreed with Patrona Underwriting Limited.

Section 4 : General Exceptions

We will not pay for the following except where it is necessary to meet the requirements of road traffic legislation:

- 1 Any accident, injury, loss, damage or liability which happens if any vehicle shown in the Certificate is, at the time of the accident, being driven or used other than as allowed under the terms of the Certificate.
- 2 Any liability you have under an agreement which you would not have if the agreement did not exist.
- 3 Any accident, injury, loss or damage arising during or as a result of an earthquake
- 4 Any accident, injury, loss or damage arising during or as a result of a riot or civil commotion happening elsewhere than in 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).
- 5 Loss or damage directly caused by pressure waves as a result of aircraft and other flying objects travelling at or above the speed of sound.
- 6 Loss or damage to any property or any indirect loss or expense (consequential loss).
- 7 Any legal liability directly or indirectly caused by, contributed to or arising from:
 - A ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from burning nuclear fuel; or
 - B radioactive, toxic, explosive or other dangerous properties of any explosive nuclear assembly or part of it.
- 8 Any consequence of war, revolution or a similar event.
- 9 Any consequence of an act of terrorism including any action taken to control or prevent an act of terrorism. Terrorism means an act or threat of force or violence by any person or group, whether acting alone or in connection with any organisation, whose intention is to influence any government or to place the public, or any section of the public, in fear.
- 10 Any accident, injury, loss, damage (including consequential loss) or any liability of whatsoever nature whilst the insured vehicle is in or on that part of an aerodrome, airport, airfield or military base provided for
 - A the take-off or landing of aircraft and for the movement of aircraft on the surface
 - B Aircraft parking aprons including associated service roads, refuelling areas and ground equipment, parking areas.
- 11 Loss or damage to insured vehicle caused by vermin defined 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'.

Section 5 : Table of Benefits

Definitions:

✓ = Yes cover is included ✗ = Cover Excluded Optional = Available on payment of additional premium.

Benefits	5 Star ***** Comprehensive	4 Star **** Comprehensive	3 Star *** Comprehensive	2 Star ** Third Party Fire & Theft	1 Star * Third Party Only
Breakdown Assistance	✓	✓	✓	✗	✗
Courtesy Car following accident / loss	✓ (Up to 7 Days)	✓ (Up to 5 Days)	✗	✗	✗
Driving other Cars Extension up to vehicle engine size 2000cc	✓ (Comprehensive)	✓ (Third Party Only)	✓ (Third Party Only)	✓ (Third Party Only)	✗
EU Cover/Policy Cover Match	(Up to 60 days)	(Up to 45 days)	(Up to 30 days)	✗	✗
EU Third Party Cover	✓	✓	✓	✓	✓
Fire Brigade Charges	✓ (Up to €1,500)	✓ (Up to €750)	✗	✗	✗
Medical Expenses	✓ (Up to €250)	✓ (Up to €250)	✓ (Up to €250)	✓ (Up to €250)	✓ (Up to €250)
Motor Legal Expenses	Optional	Optional	Optional	Optional	✗
New Car Replacement	✓	✗	✗	✗	✗
No Claims Discount Protection Level	Full Protection	Step Back Protection	Not Protected	Optional Full Protection OR Step Back Protection	Not Protected
Open Driving 25 – 75 years	Optional	Optional	Optional	Optional	✗
Personal Belongings	✓ (Up to €350)	✓ (Up to €250)	✗	✗	✗
Policy Holder Accidental Death Benefit	Optional (€100,000)	Optional (€100,000)	Optional (€100,000)	Optional (€100,000)	Optional (€100,000)
Replacement Locks	✓ (Up to €750)	✓ (Up to €500)	✗	✗	✗
Specified Named Driver(s) Accidental Death Benefit	Optional (€100,000)	Optional (€100,000)	Optional (€100,000)	Optional (€100,000)	Optional (€100,000)
Third Party Property Damage Limit of Indemnity	€30,000,000	€30,000,000	€30,000,000	€30,000,000	€30,000,000
Trailer Cover Attached and Detached	✓ (Third Party Only)	✓ (Third Party Only)	✓ (Third Party Only)	✓ (Third Party Only)	✓ (Third Party Only)
Windscreen Cover	✓	✓	✓	Optional	✗

Section 6 : **Liability to Third Parties**

1 WE WILL PAY:

- A The full amount an Insured Person (or their legal personal representatives) may have to pay for being legally liable for a person's death or bodily injury; and
- B Up to a limit of €30,000,000 including costs and expenses, the amount an Insured Person (or their legal personal representatives) may have to pay for being legally liable for damage to property; arising as a result of an accident caused by or in connection with the Insured Vehicle.
- C Legal Costs
Subject to our prior written agreement, we may pay the following legal costs if they relate to an incident which is covered under this section:
 - i) The fees of solicitors asked to represent anyone we insure at a coroner's inquest or defence in any district court.
 - ii) The costs of defence against a charge, under sub-section 2(A) of Section 53 of the Road Traffic Act 1961, of manslaughter or causing death or serious bodily harm by dangerous driving.
 - iii) All other legal costs and expenses which are run up in defending any claim for bodily injury or damage to property arising as the result of an accident caused by or connected to the car and for which the insured person may be legally liable.

2 COMPULSORY INSURANCE IN THE EUROPEAN UNION AND OTHER COUNTRIES

All of our policies give the minimum cover required by law relating to compulsory insurance or vehicles in any country which:

- A is a member of the European Union; or
- B has, according to the Commission of the European Union, made arrangements to meet Article 7(2) of the EC Directive on insurance of civil liabilities arising from the use of motor vehicles (number 72/166/ EEC).

If this cover is included on the Flexi Car option you have chosen, it will be noted on your policy schedule. The table below provides details of cover under this section for each of our Flexi Car options.

Benefits	Flexi 5 star	Flexi 4 star	Flexi 3 star	Flexi 2 star	Flexi 1 Star
EU Cover Third Party	✓	✓	✓	✓	✓
EU Cover / Policy Cover Match	(up to 60 days)	(up to 45 days)	(up to 30 days)	✗	✗

3 DRIVING OTHER CARS

We will pay:

- A The full amount you may have to pay under this section for being legally liable for a person's death or bodily injury; and
- B Up to a limit of €30,000,000 the amount you may have to pay for damages and for the costs and expenses of the person claiming for damage to property; as a result of an accident caused by or in connection with you driving any other private car you do not own or does not belong to your employer, your spouse or partner.

Benefits	Flexi 5 star	Flexi 4 star	Flexi 3 star	Flexi 2 star	Flexi 1 Star
Driving Other Cars Included	✓	✓	✓	✓	✗
Cover Provided	Comprehensive	Third Party Only	Third Party Only	Third Party Only	✗

- This extension applies only to private passenger vehicles and it does not apply to vans, car-vans, jeeps with no seats in the back or vans adapted to carry passengers.
- It does not apply where the insured is a limited company, partnership or similar legal entity.
- We will not cover use to secure the release of an otherwise uninsured motor car which has been seized by or on behalf of any government or public authority.
- You must have the owner's permission to drive the car and also you still have your own car and it has not been damaged beyond economic repair. Such car must not be hired under a hire purchase agreement or under a contract of lease-hire or contract-hire and must not be registered and being driven outside of the Republic of Ireland, Northern Ireland, Great Britain, The Isle of Man or the Channel Islands.
- The engine size of the car being driven under this section must not be greater than the engine size on your own car insured under the policy or alternatively be no greater than 2000cc.
- This extension will **not** apply to cars with a market value in excess of €60,000 unless the undernoted warranty has been complied with:
- It is an express warranty of this insurance that Cars with a market value in excess of €60,000 must be fitted with an operational Thatcham Category 7 Certified Tracking Device or equivalent and that the network subscriptions are paid up to date. In the event of the vehicle being stolen, the tracking device must be activated immediately by reporting the theft to both the local police and the tracking device network.
- This extension will not apply to cars with a market value in excess than €75,000 unless otherwise agreed by Patrona Underwriting Limited.

Section 7: **Loss of or Damage to the Car**

If this cover is included on the Flexi Car option you have chosen, it will be noted on your policy schedule.

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

We may:

- A Repair or replace the car or any part of it; or
- B Pay a cash amount for the loss or damage.

Hire-purchase or Contract-Hire Agreement

If we know that your car is covered by a hire-purchase or contract-hire agreement, we will pay any claim to the owner described in the agreement. We will then have no further liability for the payment.

Medical Expenses

If this cover is included on the Flexi Car option you have chosen, it will be noted on your policy schedule. We will pay medical expenses up to €250 in respect of each person injured if your car is in an accident, as long as there is no cover in force under another policy.

Towing and Storage Charges

We will pay the reasonable cost of protecting and removing your car to the nearest repairer if, as a result of any loss or damage insured under this section, you cannot drive the car.

We will also pay the reasonable cost of delivering it to you within the territories covered by this policy after the repair, replacement, reinstatement or recovery.

We will pay the reasonable cost of storing your car up to a maximum of four days.

Trailer Cover

- Attached
The policy provides as standard, third party liability cover for attached trailers with a net unladen weight of up to one (1) metric tonne (or 19.68cwt).
- Detached
Depending on the limits, exceptions and conditions of the Policy and Certificate of Insurance, this policy covers liability under the Road Traffic Act of any person insured by this policy for any detached single-axle trailer (up to a net unladen weight of one (1) metric tonne (or 19.68cwt)).

However, we will not cover caravans, mobile homes, trailer tents, boat trailers, and any trailer which includes machinery or other equipment.

In all other cases we will provide cover only when trailers are shown in the schedule and you have paid the appropriate additional premium.

New Car Replacement

If this cover is included on the Flexi Car option you have chosen, it will be noted on your policy schedule.

We will replace your car with a new car of the same make and model (if a car is available in the Republic of Ireland) and if

- A you are the original and only owner of your car from new and within 12 months of first registering your car,
- B it is stolen and not recovered or is lost or damaged (in a single accident) and the cost of the repair, reinstatement or replacement is more than 60% of the current Republic of Ireland list price of the car when new.
- C the odometer reading at the time of the loss or damage is no greater than 20,000 km.

To take advantage of this benefit, you must insure the car for its full replacement cost for at least 12 months after first registering it.

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 market value of your car and its dealer/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%, whichever is higher.

Personal Belongings:

If this cover is included on the Flexi Car option you have chosen, it will be noted on your policy schedule.

Clothes and personal belongings you own or are looking after.

You are not covered 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 or property insured with another insurance policy.
- 3 Theft of personal belongings if carried in an open top or convertible car unless they are kept in the boot.
- 4 Satellite navigational equipment unless fitted by the manufacturer or authorised dealer as original equipment for the vehicle.
- 5 The limits provided under this section are shown on Section 5 – **Table of Benefits**.

Replacement Locks:

If this cover is included on the Flexi Car option you have chosen, it will be noted on your policy schedule.

If the vehicle keys or lock transmitter of your vehicle is lost or stolen, we will pay for the cost of replacing:

- 1 The door locks and boot lock
- 2 The ignition steering lock and the lock transmitter and central-locking interface. However, you must prove to us that any person who may have your key or transmitter is likely to know 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.

The limits provided under this section are shown on Section 5 – **Table of Benefits**.

Fire Brigade charges

If this cover is included on the Flexi Car option you have chosen, it will be noted on your policy schedule.

Charges made by a fire authority under the Fire Services Act 1981 to:

- control or put out a fire in your car (in circumstances which have given rise to a valid claim under your policy); and
- remove the driver or passengers from the 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.

The limits provided under this section are shown on Section 5 – **Table of Benefits**.

Our Uninsured Driver Promise

If you make a claim for an accident that is not your fault and the driver of the vehicle that hits you is not insured, you will not lose your No Claims Discount. The claim may be recoverable from the Motor Insurers Bureau of Ireland (MIBI). You will have to pay any excess applicable.

Conditions

We will need:

- The vehicle registration number and the make and model of the uninsured vehicle and the drivers' details if possible.
- It also helps us to confirm who is at fault if you can get the names and addresses of any independent witness, if available.

General Exclusions

We will not pay for:

- 1 Loss in value, wear and tear, mechanical, electrical or electronic breakdown
- 2 Damage to tyres by braking, punctures, cuts or bursts;
- 3 Loss of use;
- 4 Loss or damage over the current market value of the car at the time of the loss or the amount shown under 'Vehicle' in the policy schedule, whichever is the less;
- 5 Any amount over 5% of the insured value of the car, or €650, whichever is less, for loss or damage to radio, hi-fi, car-phone or CB radio equipment, unless we agree otherwise;
- 6 Any modifications unless they form part of the manufacturers standard specification or are optional extras that we have agreed to cover;
- 7 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;
- 8 Loss or damage caused whilst any person insured or driving with insured's consent has a breath,

- blood or urine alcohol and / or drug level above the legal limit shown in the Road Traffic Acts and any further regulations
- 9 Reduction in the car's value because it has been repaired.
 - 10 The cost of hiring another car.
 - 11 Loss or damage caused by theft or attempted theft if the car was taken by a member of your family or your household or taken by an employee or ex-employee of the owner of the car unless you can provide us with written confirmation of notifying An Garda Síochána or local police of the theft.
 - 12 Loss 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.
 - 13 Loss or damage caused by theft or attempted theft if the keys (or keyless entry system) are left unsecured or left in or on an unattended car.
 - 14 Loss or damage from using your car in a rally, competition, trial or any race track, circuit or other prepared courses.
 - 15 Loss or damage as a result of incorrectly fuelling your car or from the use of sub-standard or contaminated fuel, lubricant or parts.
 - 16 The costs of importing parts or accessories from outside the European Union.
 - 17 The extra cost of parts or accessories above the price of similar parts and accessories received from the manufacturer's European representatives.
 - 18 No cover for any car that has modifications unless they were disclosed.
 - 19 Loss of use or other indirect loss such as travel costs or loss of earnings.
 - 20 No cover for caravans, mobile homes, trailer tents, boat trailers, and any trailer which includes machinery or other equipment.
 - 21 No cover for any driver that has been disqualified from driving or has failed to disclose penalty points or motoring convictions.
 - 22 No cover for a provisional licence holder, learner permit holder that does not meet the conditions of his/her licence.
 - 23 No cover for cars with a market value in excess of €60,000 unless the following warranty has been complied with:
 - A It is an express warranty of this insurance that Cars with a market value in excess of €60,000 must be fitted with an operational Thatcham Category 7 Certified Tracking Device or equivalent and that the network subscriptions are paid up to date. In the event of the vehicle being stolen, the tracking device must be activated immediately by reporting the theft to both the local police and the tracking device network.
 - 24 No cover for cars with a market value in excess than €75,000 unless already agreed with Patrona Underwriting Limited.

Section 8: **Claims**

1 CLAIMS ADVICE

By law, you must stop, following an accident if there is damage to any vehicle or property, or injury to any person or certain animals including dogs and horses. You must give your name, address and insurance details to anyone with good reason to ask.

Make sure you get the names, addresses and phone numbers of any drivers, passengers or pedestrians involved, and details of any witnesses. By law, drivers must provide details of their insurance company and their policy number.

Never admit blame or liability for an accident or offer to pay for any damage. Please tell us if any other person admits 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 after any event which could lead to a claim under this policy. There may be circumstances where we need other details in writing.

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

2 ACCIDENT CONTACT NUMBERS

You can contact us 24 hours a day, 365 days a year on:

Patrona Windscreen Assist

Republic of Ireland Telephone **1890 809 804**
Outside of Republic of Ireland Telephone **+ 353 188 25799**

Patrona Accident Line

Republic of Ireland Telephone: **053 91 80333**
Outside of Republic of Ireland Telephone: **+ 353 53 91 80333**

Aligned Repairer Network

We operate an Aligned Repairer Network nationwide panel of motor garages. When you avail of this service and cover is included in the Flexi Car option you have chosen, the following benefits will apply:

- Free Courtesy Car while your car is at one of Patrona's Appointed Repairers if your car is being repaired, or up to the maximum number of days as outlined within your Schedule of Insurance, depending on the Flexi Car product chosen, in the event your car is a write-off;

- Tow-In-Service - if your car cannot be driven away from the scene of the accident, collection and re-delivery can also be arranged;
- Cleaned Car Guarantee - your car will be returned to you clean, both inside and outside.

Breakdown Assistance Helpline number

Republic of Ireland: **1800 806 800** (this call is free)

Northern Ireland: **+ 353 91 560670**

For full details of Breakdown Assistance cover, refer to Section 11 – **Breakdown Assistance**.

3 SETTling CLAIMS

A Theft

We will treat the insured vehicle as stolen if it has not been recovered 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 An Garda Síochána or local police as soon as it is discovered and provide us with your vehicle keys and all the documentation we ask for when you make your claim. If the insured vehicle is stolen and you later get it back, or discover where it is, you must tell us straight away.

B Repairs after an Accident or Theft

Subject to prior agreement, we will pay the reasonable cost of protecting the insured vehicle in getting an authorised agent to take it to the nearest approved repairer or another safe place if you cannot drive the insured vehicle after an accident or theft.

We will not pay the cost of transport outside the Republic of Ireland unless we agree to do so first.

We may arrange a safe place to keep the insured vehicle while it is waiting to be repaired or otherwise dealt with.

You must not remove the insured vehicle if this would cause further damage (we will not pay for damage caused in this way).

You must obtain our permission before ordering a new part/accessory or paying for any transport outside the Republic of Ireland.

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

C Total Loss (Write Off)

If we choose to pay you the market value of the insured vehicle, or the amount you insured it for if lower than the market value, you must send us:

- A The Certificate of Motor Insurance and disc
- B The vehicle registration document

- C National Car Test certificate (NCT) or the Department of the Environment (DOE) certificate if the vehicle needs one.
- D The keys and any other documents we ask for before we pay your claim.

Once you accept our offer or we have paid a claim (or both), this Contract of motor insurance ends, and Patrona Underwriting Limited will retain the salvage. We will not refund any unused premium nor will we refund any premium when we have paid a claim or if we identify any fraudulent, false or exaggerated claim.

D How we will pay your claim

We will, entirely at our discretion and subject to the payment of the policy excess and the deduction of VAT where the policyholder is VAT registered, arrange to:

- i Pay for the damage to be repaired
- ii Give you an amount to replace the loss or damaged insured vehicle or item.
- iii Replace your vehicle or any item

The most we will pay;

- i The market value of the insured vehicle, less the excess
- ii The amount which you insured the vehicle for, less the excess
- iii The cost of repairing the vehicle, less the excess

If any lost or damaged part or accessory is no longer available, the most we will pay will be;

- i The cost shown in the manufacturer's last price list.
- ii The reasonable cost of fitting

Section 9: **Windscreen and Windows**

If this cover is included on the Flexi Car option you have chosen, it will be noted on your policy schedule.

Patrona operate an Aligned Window Repairer and Replacement Network through our Approved Provider Allglass Windscreens Nationwide Ltd.

A claim under this section will not affect your No Claims Discount.

If you have a window breakage and wish to make a claim, telephone the following numbers:

- Republic of Ireland: **1890 809 804**
- Outside Republic of Ireland: **+ 353 188 25799**

All claims must be verified prior to any repair or replacement work being undertaken.

We will pay the cost of repairing or replacing damaged or broken glass in the windscreen or windows of your car only if you use a Patrona Approved repairer cover subject to:

Repair Limit and Excess

- Where the windscreen or window glass is chipped or cracked and is capable of being repaired, the Company will pay for the cost of repairing the glass.
- If repair work isn't sufficient and replacement glass is provided, you will not be responsible for the policy excess of €25.
- Where the policyholder opts to have a windscreen or window glass replaced in circumstances where our windscreen agent recommends the repair option a €25 deductible will apply to all such claims.

Windscreen Excess

- €25 for a windscreen replacement
- No excess for repair.

Exclusions under windscreen and glass section

- Any amount in excess of €500 in any one policy period for window breakage
- Any more than two claims under this section during the period of insurance
- Damaged or broken glass in sunroofs, panoramic sunroofs, moon roofs, wrap around glass, glass in hood or continuous glass panels, Damaged or broken mirror glass or lights or lenses or internal glass
- Damage to mechanical or electrical winding mechanism
- Damaged or broken glass to vehicles that are temporarily covered
- Damage caused by wear, tear or negligence
- Damage caused by your own deliberate act
- The extra cost of replacing non-standard glass
- The cost of importing glass or parts for your car from outside the EU
- Glass or Perspex that is an integral part of a removable canopy or hood is excluded.
- We will only pay the market value of the broken glass
- Claims notified for breakage or repair more than 90 days after the date of loss

Customers not having "Windscreen Cover" can avail of a 20% discount at Allglass Windscreens Nationwide Ltd for windscreens, side glasses, and repairs. Simply call Patrona Windscreen Assist on the number above and quote your current Patrona Insurance policy number.

Section 10: **Accidental Death**

If this cover is included on the Flexi Car option you have chosen, it will be noted on your policy schedule.

1 DEFINITIONS WITHIN ACCIDENTAL DEATH SECTION

Words shown in **Bold** type in the Policy shall have the meaning given to them below wherever they may appear.

Accident	A sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the Period of Insurance .
Associated Policy	The insurance described as the Associated Policy in the section above which is taken out by You .
Death	Death resulting, solely and independently of any other cause, from: A. identifiable physical injury caused by an Accident involving an Insured Vehicle ; or B. sickness or disease directly resulting from a medical or surgical treatment rendered necessary by such physical injury, where the death occurs within 12 months from the date of the Accident .
Insured	The person named as the policyholder in the schedule of insurance, or Where an additional premium has been paid and we have accepted instructions to cover any other named person whose details have been supplied to us. NOTE - Only persons aged 17 or over and under 75 at the start of the Period of Insurance can be Insured Persons and cover for any Insured Person shall cease automatically when they reach the age of 76.
Insured Vehicle	Any motor vehicle in which an Insured Person is travelling at the time of an Accident anywhere in the world, other than those vehicles specifically excluded under What is not covered below.
Period of Insurance	Means the period of Your Associated Policy which runs concurrent with this Policy and does not exceed 12 months.
Premium	The Premium that You must pay for cover under this Policy. This Premium is paid at the start of your Associated Policy as a single one off payment.
We, Us, Our	Hiscox Syndicate 33 at Lloyd's.
You, Your	The person who has taken out the Associated Policy and who is named as the policyholder in the schedule of that policy.

2 WHAT IS COVERED

A Accidental Death

In the event that an **Accident** involving an **Insured Vehicle** and where such accident is the sole cause of the **Death** of an **Insured Person**, **We** will pay a benefit of €100,000 to the **Insured Person's** executors or administrators

B Accumulation of Benefits

In the event that **we** insure the same **Insured Person** under more than one Accidental Death Insurance Policy arranged by Patrona Underwriting Limited, **we** shall not pay accumulated benefits under all such Policies of more than €125,000 for that **Insured Person**.

3 THIS INSURANCE DOES NOT COVER:

- A **Death** resulting from an **Accident** while the **Insured Person** is travelling in or on any of the following types of vehicles:
- i) motorcycles, quad bikes, golf-buggies or ride-on lawn mowers;
 - ii) tractors, combines or other agricultural vehicles, machinery or equipment;
 - iii) mobile plant, equipment or machinery;
 - iv) buses or motor coaches;
 - v) any vehicle with a carrying or towing capacity of over three tons;
 - vi) any vehicle not licensed for road use.
- B **Death** resulting from an **Accident** while the **Insured Person** is driving a taxi or other vehicle for the sole purpose of transporting fare paying passengers.
- C **Death** in any way caused or contributed to by:
- i) The **Insured Person** engaging in a sport, pastime or activity of a hazardous nature (including motor racing, rallies, competitions, speed tests or the like).
 - ii) The suicide or deliberate acts of the **Insured Person** or the Insured Person being seriously mentally ill.
 - iii) A criminal act by **You** or the **Insured Person**.
 - iv) The **Insured Person** being under the influence of alcohol or drugs at the time of an **Accident** involving an **Insured Vehicle** where:
 - (1) the **Insured Person** is driving the **Insured Vehicle**, or
 - (2) where the intoxication of the **Insured Person** by alcohol or drugs contributes directly to the **Accident**.
 - v) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power or any act of terrorism.
 - vi) Sickness or disease (except sickness or disease directly resulting from a medical or surgical treatment rendered necessary by identifiable physical injury caused by an **Accident**), mental infirmity or emotional or psychological trauma.

4 CLAIMS

Notice must be given to **Us** as soon as reasonably practicable in the event of the **Death** of an **Insured Person** resulting or alleged to result from an **Accident**.

The following documents will have to be produced before the benefit under this Policy can be paid:

- Death Certificate;
- Garda Report;
- Coroner Reports.

If the **Insured Person's** representatives wish to make a claim under this Policy, they should contact Us at:

Address: Patrona Underwriting Limited, The Bushels, Cornmarket, Wexford
Telephone: 053 91 80333

5 FRAUD

Any fraud, concealment, or deliberate misstatement by an **Insured Person**, if unknown to **You**, either in the proposal on which this Insurance is based or in relation to any other matter affecting this Insurance or in connection with the making of any claim shall render this Insurance null and void in so far as it relates to the **Insured Person** in question. Any such fraud, concealment, or deliberate misstatement by or known to **You** shall render the whole Insurance null and void and all claims under it shall be forfeited.

6 YOUR CANCELLATION RIGHTS

Subject to no claim having been made under this Policy, **You** have 14 days from the receipt of the Policy terms and conditions, to cancel the Policy.

7 GOVERNING LAW

This Policy will be interpreted in accordance with and governed by the law of Ireland and the parties will submit to the non-exclusive jurisdiction of the courts of Ireland, unless **We** make a written agreement saying otherwise before **We** issue this Policy to **You**.

8 COMPLAINTS PROCEDURE

Our Objectives

- To address reported customer dissatisfaction quickly, courteously and effectively
- To ensure a fair and equitable resolution to any complaint
- To retain customer confidence and respect
- Where appropriate, to update our procedures to avoid any reoccurrence of the problems
- To endeavour to achieve a situation where our customer feels we have properly addressed.
- We endeavour to do our utmost to resolve your complaint as efficiently and effectively as possible.

Our complaints handling procedure will outline what we do in the event of a complaint.

Complaints procedures

1. Patrona Underwriting Limited will establish and maintain a complaints file for each formal complaint together with a full record and all details pertinent to the investigation of the complaint. All complaint records will be kept for 6 years and the files periodically audited by the appointed Compliance Officer.
2. A copy of the complaint will be sent to Hiscox and Patrona Underwriting Limited with updates provided on the complaint until the complaint is signed off.
3. Where a complaint is received, the company will record the details of this complaint and issue an acknowledgement letter within 5 working days of receipt. This acknowledgement will contain a

copy of our complaints procedures.

4. Patrona Underwriting Limited will investigate the complaint as quickly as possible and where applicable, the complainant will receive a regular written update on the progress of the investigation at intervals of not more than 20 business days.
5. Within 5 days of the conclusion of the company's investigation of the complaint, the company will send a written report of the outcome of its investigation. This report shall include, if applicable, an explanation of the terms of any offer that Patrona Underwriting Limited is prepared to make in settlement of the complaint.
6. If the complainant expresses dissatisfaction with the outcome of the investigation or the complaint has not been resolved within 8 weeks of receipt, Patrona Underwriting Limited will write to the Complainant advising them of the anticipated time frame for resolution of the complaint.

If the complaint is not resolved to your satisfaction, you may direct your enquiry to the Complaints Department, Lloyd's at 1 Lime Street, London EC3M 7HA, England.

7. If your complaint relates to the sale and administration of your policy, you may complain to the Financial Services Ombudsman's Bureau 3rd floor, Lincoln House, Lincoln Place, Dublin 2
8. If your complaint relates to the policy wording itself and your complaint is not resolved to your satisfaction, you may refer the complaint to the FSA, 25 The North Colonnade, Canary Wharf, London E14 5HS, England.

Section 11: **Breakdown Assistance**

If this cover is included on the Flexi Car option you have chosen, it will be noted on your policy schedule.

To assist our customers when the unexpected happens, we, in conjunction with our assistance Company will provide the following benefits:

If this cover is NOT included on the Flexi Car option you have chosen you can call the Emergency Helpline for assistance and our standard charges will apply for the service.

Emergency Helpline

A free, 24 hour, 365 day emergency helpline.

If your car is immobilised or if you have an accident anywhere in the Republic of Ireland, you should contact the emergency helpline:

Within Republic of Ireland: **1800 806 800**
Within Northern Ireland: **+ 353 91 560670**

We will arrange for someone to come to your assistance as soon as possible. You pay the cost of such assistance but gain the benefit of special rates. Any outlay for which you are entitled to claim under your policy will be reimbursed to you.

If you have Comprehensive cover and you ring the emergency helpline we will provide the following benefits:

Roadside Assistance in the Republic of Ireland

Definitions relating to MAPFRE ASSISTANCE Private Motor Breakdown Assistance

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 who is a resident of Southern Ireland

The Company: 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 assistance is required.

Insured Vehicle: Any private car [not exceeding 3.5 tonnes total vehicle weight] and is 12 years and under at the time of taking this policy, which is currently insured in Republic of Ireland by Patrona Underwriting and which is driven within the terms of the current Certificate of Motor Insurance relating to such car.

Territorial Limit: Island of Ireland

Period of Cover: The period of cover 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 three 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 this policy, the Company will try if the Insured's wish to arrange it at the Insured's expense. The terms of such assistance are a matter between the Insured and the Supplier.

MOTOR BREAKDOWN ASSISTANCE

Benefits

MAPFRE ASSISTANCE on behalf of Patrona Underwriting Limited will provide the following benefits: In the event of the Insured vehicle being immobilised **more than 2km from your home address**, as a result of a mechanical or electrical breakdown, fire, theft or any attempted theft, 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 ASSISTANCE (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.

Labour

- The cost of call out and up to one hour's 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 you are away from home, and has broken down away from home, the Company can arrange and pay for:
 - A Onward 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
 - B Use of a replacement car for up to 48 hours while repairs are carried out. (Limited to Class A Vehicle) Or
 - C Overnight accommodation for one night only, limited to Bed and Breakfast, while repairs to the Insured's vehicle are in progress, subject to maximum value of Stg£40 and Stg£200 in total, €40 per person and €200 in total Or
 - D Transportation for the member to collect his/her car and/or reimbursement of any reasonable (public) transport charges incurred by the member in collecting the vehicle.

Message Relay

We will pass on two urgent messages for you.

Replacement Car

In the event of the theft of the Insured's vehicle, which has been reported to the Police and the Insurance Company, and 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 soonest.

MAPFRE ASSISTANCE Breakdown Assistance is a 24 hour 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 ASSISTANCE'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 Assistance line:

Republic of Ireland **1800 806 800**

Northern Ireland **00 353 91 560670**

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 are responsible only for the cost of providing benefits available through Patrona Underwriting Limited Breakdown Assistance. If you make your own arrangements 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:

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

Should you remain dissatisfied, you may contact: Insurance Ireland's Information Service at 39, Molesworth Street, Dublin 2.

Phone: 01 676 1914

Fax: 01 676 1943

E-mail: iis@iif.ie

Website: www.iif.ie

The Financial Services Ombudsman Bureau at 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.

LoCall: 1 890 88 20 90

Phone: 01 662 0899

Fax: 01 662 0890

E-mail: enquiries@financialombudsman.ie

Website: www.financialombudsman.ie

The Central Bank of Ireland at PO Box 559, Dame Street, Dublin 2.

LoCall: 1890 777777

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

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

Conditions

1. No benefit 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 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 Patrona Motor Insurance Policy.
6. 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 the vehicle is in an un-accessible or off road location or cannot be transported safely or legally or 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 12 years and under at the time of taking out this policy.
13. 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. After the 3rd Assist, your Motor Rescue policy becomes void
18. You must be more than 2km from your home address before the roadside assistance benefits apply.

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 extraordinary circumstances and/or natural catastrophe, 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).

MAPFRE ASSISTANCE Compania de Seguros y Reaseguros SA trading as MAPFRE ASSISTANCE Agency Ireland is regulated by the Direccion General de Seguro y Fondos de Pensiones del Ministerio de Economia y Hacienda, Spain. MAPFRE ASSISTANCE Agency Ireland. Registered in Republic of Ireland. Reg No 903874.

There is also a right to correct any inaccuracies identified in the personal data we hold.

Insurance Act 1936

All monies which become or may become payable by Us to You under this policy shall, in accordance with Section 93 of the Insurance Act 1936, be payable in the Republic of Ireland.

Stamp Duties Consolidation Act 1999

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

Section 12: **Motorists Legal Protection**

If this cover is included on the 'Flexi Car' option you have chosen, it will be noted on your policy schedule.

This insurance is underwritten by Inter Partner Assistance SA and administered on their behalf by **Arc** Legal Assistance Limited. Only **Adviser's costs** incurred on **Your** behalf by **Arc's** Panel solicitors or their agents are covered under this insurance until **Court Proceedings** are issued or a conflict of interest arises. Where, following the issue of **Court Proceedings** or a conflict of interest arising, **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Adviser's Costs** in excess of **Arc's Standard Adviser's Costs**. The **Underwriter** agrees to indemnify **You** in consideration of the **Premium** paid or to be paid subject to the following terms, conditions and exclusions of this policy.

This insurance covers

Adviser's costs incurred in an **Action** up to the **Indemnity limit** where:-

- a) The **Insured incident** takes place in the **Insured period** within the **Territorial limits**;
and
- b) The **Action** takes place in the **Territorial limits**.

Sections of Cover

- 1) **You** are covered for **Adviser's costs** to pursue damages claims arising from a road traffic accident whilst **You** are in, boarding or alighting the **Vehicle** against those whose negligence has caused **Your** injury or death or caused **You** to suffer loss of **Your** insurance policy **excess** or other out of pocket expenses such as loss of earnings, travel expenses and loss of use.

There is no cover for: -

- **Adviser's costs** where the amount in dispute relates to credit hire charges or credit repair costs
- Any **Action** that **Arc** reasonably believes to be false, fraudulent, exaggerated or where

You have made miss-representations to the **Adviser**

- Applications for payment to the Motor Insurers Bureau of Ireland (MIBI) in relation to Untraced or Uninsured Driver's or any future agreements funded by the MIBI
- For **Adviser's costs** in claims handled by Personal Injury Assessment Board (PIAB) other than the PIAB Application Fee and Medical Report Fee.

2) **You** are covered for **Adviser's costs** to defend motoring prosecution in respect of an offence, punishable by penalty endorsement only, arising from **Your** use of the **Vehicle**. Pleas in mitigation are covered where there is reasonable prospect of such plea materially affecting the likely outcome and when it is the public interest to do so. Support for such pleas is solely at the discretion of **Us**.

There is no cover for: -

- Damages, interest, fines or costs awarded in criminal courts
- Claims arising from an allegation that **You** were in control of the **Vehicle** whilst under the influence of alcohol or non-prescribed drugs
- Claims arising from an allegation that **You** were using a mobile telephone whilst in control of the **Vehicle**
- Claims where **You** fail to confirm the identity of the driver of the **Vehicle** at the time of the alleged incident

3) **You** are covered for **Adviser's costs** to pursue or defend contract disputes relating to the sale or purchase of goods or services relating to the **Vehicle** including the **Vehicle** itself.

There is no cover for: -

- Claims where the contract was entered into before **You** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began

DEFINITIONS

You / Your

Section of Cover 1: The person responsible for insuring the **Vehicle** declared to **Arc** and the authorised driver and passengers in it.

Sections of Cover: The person responsible for insuring the **Vehicle** declared 2 & 3: to **Arc**.

Insured period: The period of insurance declared to **Arc**. As per attached motor policy schedule

Premium: The **Premium** paid by **You** for this policy.

Territorial limits: Section of Cover 1: **The Republic of Ireland**.

British Isles: The United Kingdom, Northern Ireland, including it's off shore islands, the Isle of Man, the Channel Islands.

Europe: British Isles plus: Andorra, Austria, Belgium, Denmark, Finland, Faroe Islands, France, Germany, Gibraltar, Greece, Iceland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, San Marino, Spain, Sweden, and Switzerland.

Wider Europe: Europe plus: Cyprus, Czech Republic, Estonia, Hungary, Latvia, Lithuania, Malta, Poland, Slovakia, and Slovenia.

Sections of Cover 2 & 3: The Republic of Ireland, Great Britain, Northern Ireland, Channel Islands and the Isle of Man.

Adviser's Costs: Reasonable legal fees and disbursements incurred by the **Adviser** or other legal representative with **Arc's** prior written authority. Legal costs shall be assessed on the standard basis and third party's costs shall be covered if awarded against **You** and paid on the standard basis of assessment.

Standard Advisers' Costs: The level of **Advisers' Costs** that would normally be incurred by **Underwriters** in using a nominated **Adviser** of **Arc's** choice

Action: The pursuit of civil proceedings and appeals against judgement.

Court Proceedings: The Service of Court Proceedings

Indemnity Limit: The maximum amount payable in respect of an Insured incident which is €100,000

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

Excess: The sum payable by **You** for each claim made under this insurance

Vehicle: The vehicle declared to **Arc** including a trailer whilst attached to it

Arc: Arc Legal Assistance Ltd who administer this insurance on behalf of the **Underwriters**.

Adviser: **Arc's** panel solicitors or their agents appointed by **Arc** to act for **You**, or, and subject to **Arc's** agreement, where **Court Proceedings** have been issued or a conflict of interest arises, another legal representative nominated by **You**

Underwriters: Inter Partner Assistance S.A. which is a division of the global AXA Group

EXCLUSIONS

1. There is no cover where: -

- a) The **Insured incident** began to occur, had occurred or you believed may occur before **You** purchased this insurance
- b) **You** fail to give proper instructions to **Arc** or the **Adviser** or respond to a request for information or attendance by the **Adviser** to the prejudice of the Underwriters' position
- c) A reasonable estimate of **Your Adviser's Costs** is greater than the amount in dispute
- d) **You** act or omission prejudices **You** or the Underwriter's position in connection with the **Action**
- e) **Adviser's costs** have not been agreed in advance or exceed those for which **Arc** has given its prior written approval

2. There is no cover: -

- a) For **Adviser's costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party.
- b) For **Adviser's costs** where **You** are entitled to Legal Aid or other public funding, or would be entitled if this cover was not available.
- c) For the amount of **Advisers' Costs** in excess of **Arc's Standard Adviser's Costs** where **You** have elected to use an **Adviser** of **Your** own choice.

- d) For damages, interest fines or costs awarded in criminal courts.
- e) For claims made by or against the **Underwriters, Arc** or the **Adviser**.
- f) For any claim where at the time of the **Insured incident** the driver of the **Your Vehicle** was disqualified from driving, and or did not hold a licence to drive or the **Vehicle** did not have a valid NCT certificate or Motor Tax Disc or comply with any other laws relating to its ownership or use.
- g) Where **Your** motor insurers repudiate the motor insurance policy or refuse indemnity.
- h) For any claim arising from racing, rallies, competitions or trials.
- i) For **Adviser's costs** beyond those for which **Arc** has given its prior written approval.
- j) For an application for Judicial Review.
- k) For appeals without the prior written consent of **Arc**.
- l) Prior to the issue of **Court Proceedings**, for the costs of any legal representative other than those of the **Adviser** unless a conflict of interest arises.
- m) For **Adviser's costs** incurred in a dispute over **Adviser's costs**.
- n) The amount of any **Excess**.

CONDITIONS

1. Claims

- a) **You** must notify claims as soon as reasonably possible within 180 days of the **Insured incident**.
- b) **Arc** shall appoint the **Adviser** to act on **Your** behalf.
- c) **Arc** may investigate the claim and take over and conduct the **Action** in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **Arc** may reach a settlement of the **Action**.
- d) **You** must supply at **Your** own expense all of the information which **Arc** reasonably requires to decide whether a claim may be accepted. If **Court Proceedings** are required or a conflict of interest arises, and **You** wish to nominate a legal representative to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Arc's Standard Advisers' Costs**.
The **Adviser** must:-
 - i) Confirm in writing that they will enable **You** to comply with **Your** obligations under this insurance.
 - ii) Agree with **Arc** the rate at which their costs will be calculated. If no agreement is reached the Law Society of Ireland will be asked to nominate an alternative legal representative and this nomination shall be binding.
- e) The **Adviser** will: -
 - A. Provide a detailed assessment of **Your** prospects of success including the prospects of enforcing any judgement obtained without charge.
 - B. Keep **Arc** fully advised of all developments and provide such information as **Arc** may require.
 - C. Keep **Arc** regularly advised of **Adviser's costs** incurred.
 - D. Advise **Arc** of any offers to settle and payments in to court. If contrary to **Arc's** advice such offers or payments are not accepted there shall be no further cover for legal costs unless **Arc** agrees in its absolute discretion to allow the case to proceed.

- E. Submit bills for assessment or certification by the appropriate body if requested by **Arc**.
- F. Attempt recovery of costs from the Third Parties.
- G. Agree with **Arc** not to submit a bill for **Adviser's** costs to **Underwriters** until conclusion of the **Action**.
- f) In the event of a dispute arising as to costs **Arc** may require **You** to change **Adviser**.
- g) **Underwriters** shall only be liable for costs for work expressly authorised by **Arc** in writing and undertaken while there are reasonable prospects of success.
- h) **You** shall supply all information requested by the **Adviser** and **Arc**.
- i) **You** are liable for any **Adviser's** costs if **You** withdraw from the **Action** without **Arc's** prior consent. Any costs already paid by **Arc** will be reimbursed by **You**.

2. Disputes

Any disputes between **You** and **Arc** in relation to **Arc's** assessment of **Your** prospects of success in the case or nomination of solicitor may, where we both agree be referred to an arbitrator who shall be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society of Ireland may be asked to make a nomination. The arbitration shall be binding. The costs of the arbitration shall be at the discretion of the arbitrator.

3. Reasonable Prospects

At any time **Arc** on behalf of the **Underwriters** may form the view that **You** do not have a reasonable prospect of success in the action **You** are proposing to take or are taking. If so, **Arc** may decline support or any further support. In forming this view **Arc** may take into account: -

- j) Whether **Adviser's** costs are disproportionate to the value of the damages being claimed in the **Action**.
- k) The fact that a reasonable person without legal expenses insurance would not wish to pursue the matter.
- l) The prospect of being able to enforce a judgement.
- m) The fact that **Your** interests could be better achieved in another way.
- n) Whether **You** have a reasonable prospect of succeeding in the **Action**.

4. Irish Law

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

5. Language

The language for contractual terms and communication will be English.

6. Cancellation

You may cancel this insurance at any time by writing to and providing fourteen days written notice to **Your** insurance adviser. **Your** insurance adviser or **Arc** may cancel the insurance by giving fourteen days notice in writing to **You** at the address shown on the schedule, unless otherwise a change of address has been notified to **Your** insurance advisor. No refund of **premium** shall be made.

To Make a Claim

You should call the Legal Helpline number listed below to report a claim. The Legal Helpline will provide advice and direct **You** to the online claim form if appropriate. Upon return of a completed claim form **Arc** will assess the claim and if covered, send details to the **Adviser** who will then contact **You** directly. **Legal Helpline -You** may contact the legal helpline for legal advice on any motoring matter of concern.

This service is available 8.00am to 8.00pm Monday to Friday and 8.00am to 12.00pm Saturday. Please telephone **00 353 (0)1890 868 000** and quote "Patrona Legal Protection" to enable the helpline to deal with **Your** query.

The legal helpline service is operated on behalf of **Arc** by **Arc's** panel solicitors, Arc Legal Assistance Ltd c/o Kent Carty Solicitors, 47/48 Parnell Square Dublin 1; Tel: 0818 249 349 Email: enquiries@arclegal.co.uk.

Calls may be recorded for training and verification purposes.

Authorisation

Arc Legal Assistance Limited is authorised and regulated by the Financial Services Authority in the United Kingdom. Its FSA Reference number is 305958. Its permitted business is arranging with a view to transactions in non-investment insurance contracts, arranging (bringing about) non-investment insurance contracts, advising on non-investment insurance contracts, dealing as an agent in non-investment insurance contracts and assisting in the administration and performance of non-investment insurance contracts. It holds the appropriate passporting authority to conduct these insurance mediation activities in the Republic of Ireland. **You** can check this on the FSA's register by visiting the website www.fsa.gov.uk/fsaregister or by contacting the FSA on 00 44 845 606 1234 [or the Central Bank of Ireland at insurance@centralbank.ie or by ringing 1 224 4000]. Inter Partner Assistance (IPA) is a branch of Inter Partner Assistance SA (IPA SA) based in Belgium. IPA SA is authorised by the l'Autorité des Services et Marchés Financiers in Belgium (their regulatory arm) and regulated by the Financial Regulator in the Republic of Ireland.

IPA address details are:

Inter Partner Assistance, The Quadrangle, 106-118, Station Road
Redhill, Surrey, United Kingdom RH1 1PR

Section 13: **Endorsements**

1. ACCIDENTAL DAMAGE EXCESS

It is a condition of this Policy that the Insured shall pay or refund to the Insurer all claims or expenses under Section 7 - **Loss of or damage to the car** up to the agreed amount (which is stated on the Policy Schedule) in connection with each and every occurrence or series of occurrences arising out of one event.

2. FULLY PROTECTED NO CLAIMS DISCOUNT

In any consecutive three year renewal period you may incur two (2) unlimited Third Party or Accidental Damage Claims without impact on your No Claims Discount entitlement.

However, where you incur more than two unlimited claims in any consecutive three year renewal period, your No Claims Discount will reduce to zero.

In addition, any claim payment for Windscreen Breakage will be paid without impact on your No Claims Discount entitlement.

Although you can protect your No Claims Discount, your premium may increase if:

- you make large claims;
- you receive motoring convictions; or
- we decide it is necessary for any other reason.

3. STEP BACK NO CLAIMS DISCOUNT

If you make a single claim or one arises during any period of insurance, we will reduce your no claim discount as follows:

Pre- Claim NCD	Post Claim Step Back NCD
5 year	3 year
4 year	2 year
3 year	1 year
2 year	0 year
1 year	0 year

Although you can protect your No Claims Discount, your premium may increase if:

- you make large claims;
- you receive motoring convictions; or
- we decide it is necessary for any other reason.

4. DRIVING OF OTHER CARS

Driving (by the policyholder) of any other private car is available for Third Party Liability (extended cover may be provided depending on the "Flexi Car" option you have chosen) provided that such car is not:

- Owned by the policyholder
- Hired under a hire purchase agreement or under a contract of lease-hire or contract-hire
- Registered and being driven outside of the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man or the Channel Islands
- There is no other Insurance in force covering the same risk
- The policyholder has the owner's permission to drive the car
- The policyholder still has the insured car and it has not been damaged beyond economic repair
- The engine size of the other car is not greater than 2000cc (2 litre)
- This extension will not apply to cars with a market value in excess of €60,000 unless the undernoted warranty has been complied with:
- It is an express warranty of this insurance that cars with a market value in excess of €60,000 must be fitted with an operational Thatcham Category 7 Certified Tracking Device or equivalent and that the network subscriptions are paid up to date. In the event of the vehicle being stolen, the tracking device must be activated immediately by reporting the theft to both the local police and the tracking device network.
- This extension will not apply to cars with a market value in excess than €75,000.

5. WINDSCREEN BREAKAGE

It is agreed that the Company will indemnify the Insured in respect of damage to windscreens or windows subject to the terms, exceptions and Limits of Indemnity stated in the Schedule and in Section 9 – Windscreen and Windows of this document, for any vehicle described. It is agreed that any such claim will not affect the scale of No Claims Discount herein described.

We may repair or replace the windscreen for the loss or damage only if you use Allglass Windscreens Nationwide Ltd on their Patrona Windscreen Assist phone number, 24 hours a day, 7 days a week by calling:
ROI 1890 809804
Outside ROI +35318825799

6. BREAKDOWN ASSISTANCE

This endorsement is no longer in use. For details relating to this cover, please refer to Section 11 within this document.

7. THIRD PARTY FIRE AND THEFT FOR DRIVERS UNDER 25 YEARS OF AGE

We will not be liable under Section 7 - **Loss of or damage to the Car** of this policy for loss of or damage other than by fire, self-ignition, lightning or explosion or by theft or attempted theft while the vehicle is being driven by, or is for the purpose of being driven by them, in the charge of any person under 25 years of age.

**8. COMPREHENSIVE COVER
FOR DRIVERS HOLDING A PROVISIONAL LICENCE**

Provisional License holders selecting Comprehensive Cover will be subject to a minimum Accidental Damage Excess (Each & Every Claim) of €500. Any voluntary Excess selected will be in addition to this €500.

Patrona Underwriting Limited is regulated by the Central Bank of Ireland
Patrona Flexi Car is underwritten by Qudos Insurance A/S
Qudos Insurance Ltd is regulated by the Danish FSA

Patrona Underwriting Ltd.

The Bushels, Cornmarket, Wexford.

☎ 053 91 80300 ☎ 053 91 80399

✉ info@patrona.ie 🌐 www.patrona.ie

