

# 1. Introduction

#### 1.1 Welcome

Welcome to Your OUTsurance private car insurance Policy Booklet.

Thank **You** for choosing **Us** to safeguard **Your Car**. **We** offer a range of cover options to meet **Your** needs and preferences.

In this **Policy Booklet**, terms or phrases that are highlighted in bold, have specific meanings. These meanings are detailed in the 'Definitions' section to help **You** fully understand the particulars of **Your Policy**.

**We** encourage **You** to read this **Policy Booklet** carefully to fully understand the terms and conditions governing **Your** cover, fostering a transparent and mutually beneficial relationship.

OUTsurance strives to adhere to the highest service and customer protection standards. **We** are dedicated to serving **You** with integrity and commitment.



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#### 1.2 Helpful Contact Details

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In order for **Us** to assist **You** as quickly as possible, contact **Us** immediately at **1800 600 400** for any emergency assistance.

#### 1.2.2 Claims

To report any incident or event to **Us** immediately so that **We** are able to assist with the processing of **Your** claim please contact **Us** on **1800 600 400**.

#### 1.2.3 Customer service

If You require any other assistance, please dial Our call centre at 1800 600 400.

#### 1.2.4 Other contact information

You can reach Us on 1800 600 400 or You can use the OUTsurance website to request a call back.

For Our latest business hours, please visit Our website at www.outsurance.ie.

To reach us outside of the Republic of Ireland, +353 1512 6200.

## 1.2.5 Complaints

You can submit a complaint to <u>complaints@outsurance.ie</u> and one of **Our** friendly advisors will be in contact with You within 5 business days.

Your satisfaction is Our priority, and We are committed to resolving Your concerns effectively. If You have a complaint You can reach Us by phone, email or in writing at the contact details below:

#### **OUTsurance**

Phone: 1800 600 400

Email: complaints@outsurance.ie

In writing: Complaints, 2nd floor, Building 3, The Campus, Cherrywood Business Park, Dublin 18, Co. Dublin

If **You** are dissatisfied with **Our** response or the way **We** have handled **Your** complaint, **You** have the option to escalate **Your** case to:

## Financial Services and Pensions Ombudsman

Phone: **01 567 7000** 

Email: info@fspo.ie

In writing: Lincoln House, Lincoln Place, Dublin 2, D02 VH29

#### 1.2.6 Data Protection

If You have any queries regarding Your personal data, send an email to <a href="mailto:dpo@outsurance.ie">dpo@outsurance.ie</a>
You can also contact Our Data Protection Officer via post at Data Protection Officer 2nd floor, Building 3, The Campus, Cherrywood Business Park, Dublin 18, Co. Dublin, D18 TF72.



## 1.3 Your Policy

Your Policy contains express terms defining the cover being provided, exclusions to cover, excess, conditions or conditions precedent and warranties. Your contract will be based on:

- The details You provide either during a call with one of Our advisors or through Our digital
  access platforms including Our desktop website, mobile website, or mobile application –
  when obtaining a quote, initiating a Policy, or making modifications to Your existing Policy.
- Any subsequent renewal applications or requests to modify Your insurance coverage.

Your rights, obligations, benefits and cover are detailed in:

- This Policy Booklet
- Your Schedule which includes Endorsements that apply to Your situation
- Your Statement of Fact which sets out the information and declaration You provided to Us, and which We relied on when agreeing to Your Policy
- Your Certificate of Insurance
- OUTbonus document
- Terms of Business
- Insurance Product Information Document (IPID)

Please read these as one document and keep them in a safe place.

**Your** insurance coverage is conditioned upon **You** having paid **Your** premium to **Us**. This coverage applies to events that happen within the geographical limits specified in **Your Policy** and during the **Contract Period**.

To maintain **Your** protection under this **Policy**, it is essential to comply with all the terms, conditions, exclusions, and liability limits described in this **Policy**.



# 2. Definitions

The following definitions apply throughout this Policy Booklet:

- Accident/Accidental: An unforeseen and unintended event outside of Your control that
  occurs suddenly at a specific place and time.
- Accidental Damage: Refers to sudden and unforeseen harm or damage that occurs without Your intent or foresight.
- Approved Repairer(s): A repair garage that We have approved.
- Breakdown/Breaks Down: A mechanical or electrical fault that causes the Car to become Immobile/Immobilised, including a flat tyre, a flat or faulty battery, running out of fuel, or the situation where keys are lost or locked inside the Car
- Business Use: The use of the Car for activities related to one's occupation or profession, such
  as transporting goods, visiting clients, or conducting work-related travel.
- Car: Motor Vehicle detailed on Your Policy Schedule, identified by its registration number or vehicle identification number
- Certificate of Insurance: The document We issue proving You have the legally required car
  insurance. It outlines who can Drive the Car, the purposes for which the Car can be used, and
  if You are insured to drive other cars.
- Collision: Refers to an event where Your Car comes into forceful contact with another Vehicle, object, or person, resulting in physical damage or harm.
- Commuting: Regularly using the Car to travel to and from one place of work.
- Contract Period/Insurance Period, etc: The period from the start or renewal of Your Policy to its expiry, as noted on Your Policy Schedule.
- Cyber event: An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any computer system.
- Damage: Loss of or damage to the Car.
- **Deception**: The use of false information to attain unfair or unlawful gain.
- Drive/Driving/Driven: Using or operating the Car, including any part of it.
- **Driver**: The person **Driving** or legally responsible for using or operating the **Car**.
- Europe/European: The member states of the European Single Market, including Switzerland.
- Excess/es: The first amount or amounts You must pay for each claim made under Your policy.
- Green Parts: Official equipment manufacturer (OEM) parts that have been removed from a
  Vehicle during the dismantling and recycling process. They are also referred to as recycled,
  reclaimed or used Car parts.
- Household Member(s): Any person living at the overnight address where the Car is kept.
- Immobile/Immobilised: Unable to move using the Car's own power.
- Incident(s): An unforeseen, unintended, and unexpected event occurring suddenly at a
  specific place and time, that may cause damage to property or injury. Examples include
  an Accident, theft and damage caused by falling objects. Also referred to as an event or
  occurrence in this Policy Booklet.
- Insurance Disc: The physical document that serves as proof of valid insurance coverage for the Car, as required by law.



- Insurance Product Information Document: A simple, standardised document providing information on the benefits included within Our products.
- Insured Event(s): Events that are covered under this insurance Policy.
- Insured Property: The Car and any other property insured by this policy.
- Loss/Lost: Refers to the inability to locate, retrieve, or gain possession of Your Car or any
  part of it, due to unknown or unforeseen circumstances that are beyond Your control. It
  includes situations where Your Car has been misplaced, stolen, or has gone missing, and after
  reasonable efforts, it cannot be found or recovered, as well as a Total Loss.
- Malicious Damage: Intentional damage inflicted by third parties who are not Household member(s). This does not include damage inflicted in the context of commotion or civil riot.
- Market Value: The reasonable cost of replacing the insured Car with one of the same make, model, specification, age and similar mileage/ odometer reading, determined by Us, at the time of the Insured Event.
- Mental disorder or illness: Mental illness is defined as 'a state of mind of a person that affects
  the person's thinking, perceiving, emotion or judgment and seriously impairs the mental
  function of the person to the extent that he or she requires care or medical treatment in his or
  her own interest or in the interest of other persons.
- Misrepresentation: Making incorrect statements to another person, which may be innocent, negligent, or fraudulent.
- Modifications/Accessories: Changes made to the Car after it was built and left the factory.
  These alterations can involve mechanics or aesthetics, affecting the interior or exterior.
  Notably, these do not include optional extras selected at the time the Car was originally purchased from the manufacturer, as these factory-fitted optional extras are included in the Market Value of Your Car.
  - After Market Modifications and Accessories: If Your Car has had Accessories added or Modifications made after it left the manufacturer's factory, You will need to determine a value for these to be included in Your insurance cover. This value will then be noted on Your Policy Schedule.
  - Disability Modifications: For any alterations made to assist individuals with disabilities, You
    will need to inform Us and decide on an appropriate value for these to be insured for. This
    value will be detailed on Your Policy Schedule.
- Motor Assessor(s): An individual employed or appointed by Us to assess and quantify the damage to Your Car.
- Named Driver(s): Any Driver noted on Your Policy Schedule who is legally allowed to drive the Car, including the main driver.
- **Negligence**: Failure on **Your** part to act reasonably when faced with a situation or circumstance that leads to damages.
- Nickel Sulphide Inclusions: Refers to tiny impurities in glass materials caused by small
  particles of nickel sulphide. These particles can sometimes get trapped in the glass during
  its manufacturing process. Over time, changes in temperature can cause the glass to break
  spontaneously due to the pressure exerted by these particles. It's a flaw that is not always
  detectable once the glass is made.
- Passengers: All non-fare paying Passengers (excluding hitch-hikers) being legally transported in the insured vehicle at the time assistance is required.



- Period of Insurance: The duration Your Policy is valid, as shown on Your Policy Schedule,
   Certificate of Insurance, and Insurance Disc.
- Personal item(s): Items You, Named Driver(s) or Household Member(s) own and take with You in and out of the home, such as sunglasses.
- Proximate Cause/s: Refers to the primary, direct, and immediate cause of a Loss, without
  which the Loss would not have occurred. It is the initial event that sets off a natural and
  continuous sequence of events, unbroken by any new and independent cause, leading to the
  Loss or damage.
- Policy: This Policy Booklet, alongside the most recent Policy Schedule, Certificate of Insurance, and Insurance Disc.
- Policy Schedule: The document detailing the cover We provide You under Your Policy.
- Private Use: Using the Car solely for social, domestic, and pleasure purposes, including Commuting.
- Statement of fact: Is a written record of information provided by You or someone on Your behalf when entering into this Policy.
- Substitute Car: A loan Car of similar type provided free of charge by a service provider while Your Car is being serviced or repaired, excluding hired or rented cars.
- Terms of business: Means the document outlining the conditions under which We offer Our insurance services, including product offerings, claims handling, and Our regulatory compliance.
- Third Party: Any person involved in an Accident with the Car, other than the Driver of the Car.
- **Total Loss**: A scenario where the **Car** is stolen and not recovered or is damaged to an extent that repair is not economical or safe, based on its **Market Value**.
- Vehicle: Any motor Vehicle intended for travel on land and propelled by mechanical power, but not running on rails, and any trailer, whether or not coupled.
- We/Our/Us/OUTsurance DAC: Refers to OUTsurance Designated Activity Company, a company registered in Ireland with registration number 724743, and whose registered address is 2nd Floor, Building 3, Cherrywood Business Park, Dublin 18, D18 TF72, Ireland.
- Write off/Written off: If We deem Your Vehicle uneconomical for Us to repair, or damaged beyond repair, We will deem the Vehicle a write-off.
- You/Your/Yours: The person or people named as the policyholder/s or the main driver on the Policy Schedule.



# 3. Your Responsibilities

## 3.1 Duty of Disclosure

You must check that all information given by You, to Us, is true, accurate and complete. The questions We ask along with Your responses inform and influence Our acceptance of Your insurance, the premium We charge, and the terms and conditions applied to Your contract of insurance with Us.

If, at any time there is a change in the information **You** have previously provided **Us** with, or if **You** are in doubt about the questions **We** have asked, and the responses **You** have given, **You** must inform **Us** without delay.

If ever there is a change in information, or if **You** are in doubt, call **Us** on 1800 600 400. **We** have the right to accept or decline changes to **Your Policy**. Changes may result in an adjustment to Your premium or Policy terms.

## 3.1.1 Failure to meet your Duty of Disclosure

**Your** duty of disclosure applies throughout the contract period and failure to meet the duty carefully and honestly at all times may result in:

- a sudden change in cover, premium or terms,
- an invalid or cancelled Policy,
- no claim payment or reduced payment of a claim,
- · difficulty buying insurance,
- breaking the terms of any relevant loan

We may revise the terms, conditions or benefits set out in this document but if We do We will give You written notice.

#### 3.2 When you have a claim

You must immediately notify Us of any event that may lead to a claim under Your Policy, regardless of whether or not a claim will be made

As soon as **You** have received any letter, claim, summons, legal proceedings, communication from the Personal Injuries Resolution Board (PIRB) or other notice in connection with any event, **You** must send this to **Us** without responding.

- a. do not go ahead with any repairs without **Our** approval.
- do not admit or deny any responsibility for claims made against You, or make any promises
  of payment, offers, negotiations or agreements without Our consent.
- c. in the event of any theft, attempted theft, vandalism or any other deliberate or malicious act, You must report the event within 24 hours to An Garda Síochána or the relevant police authority within the jurisdiction where the event occurs.
- d. if Your Car is stolen and You become aware that it has been found You must tell Us immediately even if Your claim has already been settled.

## 3.3 Paying by Instalments

If **You** are paying, or have agreed to pay, the premium by installments from a bank or building society account, **You** must keep Your **payments** up to date. If **You** do not, **We** will withdraw the option to pay by instalments.



## 3.4 Looking After Your Car

It is **Your** responsibility to take necessary measures to prevent harm to others, safeguard **Your Car**, and maintain its roadworthiness as per the relevant legal requirement. Failure to do so may impact **Your** ability to make a claim under **Your** Policy.

You must allow Us to inspect Your Car at a reasonable time if requested.

You are required to ensure the following:

- Your Car is secured and equipped with activated security devices when unattended.
- all windows and sunroofs are completely closed when Your Car is unattended.
- the tyres on Your Car comply with legal requirements.
- if required by law, Your Car possesses a valid National Car Test (NCT) certificate

## 4. General Conditions

## 4.1 Geographical Limits

The cover provided by **Your Policy** applies in the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands.

#### 4.2 Payment

Any money paid under this Policy will be paid in Euro in the Republic of Ireland.

We have paid or will pay stamp duty to the Revenue Commissioners in line with the conditions of section 19 of the Finance Act, 1950, as amended.

## 4.3 Governing Law

Unless agreed otherwise, the laws and exclusive legal jurisdiction of the Republic of Ireland will apply to **Your Policy**.

We will pay any money due under the Policy in the Republic of Ireland.

#### 4.4 Automatic Benefit

In case **We** make any changes to this **Policy** wordings, conditions, exclusions, or endorsements during the **Period of Insurance**, which result in improved, broader, or extended coverage without requiring an additional premium, **You** will automatically receive the benefits of these enhancements.

#### 4.5 Autorenewal

If **You** are signed up for automatic renewal, **Your Policy** will automatically renew. **We** will automatically use the card or bank account details that **We** retain securely on file to charge **You** for the renewal premium due on the renewal date.

**Your** premium and the terms and conditions of **Your** Policy may change year on year. **We** will send **You** a renewal notice a minimum of twenty (20) working days before **Your** renewal date.

You have the right to cancel the automatic renewal of Your Policy at any time before Your renewal date. You must advise us before the renewal date by phone or in writing if you do not wish to renew Your Policy.

We have the right not to automatically renew Your policy if We choose not to at each policy renewal. We will send You a non-renewal notice a minimum of twenty (20) working days before Your renewal date



# 5. How your Policy works

#### 5.1 How we settle loss or damage claims

At Our sole discretion, We may choose to:

- repair the insured Car at the repairer of Our choice
- replace what has been Lost or damaged
- pay a cash amount not exceeding the amount stated by **Our** repairer of choice. In conducting repairs to **Your Car**, it is within **Our** discretion to use:
  - green Parts (recycled parts)
  - parts that are not produced by Your Car's original equipment manufacturer (OEM), but will be of a similar specification or standard to the parts produced by the OEM

If Your Car is stolen and is not found or, after it is found, is uneconomical to repair, We will pay the Market Value of Your Car, including Modifications /Accessories and spare parts.

The following conditions apply to all claims under this Policy:

- We will make any payments to the legal owner of the Car, including if the Car is subject to a hire purchase or leasing agreement.
- should the estimated value of Modifications/ Accessories You provided Us be lower than the
  market value, We will only cover an amount up to this estimated value.

# 5.2 Paying your Excess

For each and every claim **You** make under **Your** policy, **You** are required to pay an **Excess**. **Your Excess** will be the combined total of:

- the basic Excess amount You chose as stated in Your Policy Schedule, and
- any applicable additional Excess as noted in Your Policy Schedule

Only one basic Excess is payable even if your claim includes other Policies covered by OUTsurance. If this is the case, the highest basic Excess will be payable. The Excess is the amount You must pay in relation to each and every claim made under Your policy. The Excess will be shown on Your Policy Schedule.

An additional Excess of €200 may apply on late reported claims meeting the following criteria:

- the claim was reported more than 48 hours after the incident.
- an accident involving a third party.
- You were deemed at fault

No Excess will be payable for:

- roadside assistance claims, or
- glass claims where the damaged glass is repaired but not replaced



#### 5.3 How to make a complaint

Your satisfaction is Our priority, and We are committed to resolving Your concerns effectively. If You have a complaint You can reach Us by phone, email or in writing at the contact details below:

#### **OUTsurance DAC**

By phone: 1800 600 400

By email: Complaints@outsurance.ie

In writing: 2nd floor, Building 3, The Campus, Cherrywood Business Park, Dublin 18, Co. Dublin

We have established a formal procedure for handling complaints to ensure that Your concerns are properly addressed. If You are dissatisfied with Our response or the way We have handled Your complaint, You have the option to escalate Your case to:

#### Financial Services and Pensions Ombudsman

By phone: 01 567 7000 By email: <u>info@fspo.ie</u>

In writing: Lincoln House, Lincoln Place, Dublin 2, D02 VH29

If the Financial Services and Pensions Ombudsman will not deal with the disagreement, **We** may agree to refer the dispute to arbitration or mediation. The arbitrator's decision will be final and binding. If **You** wait more than a year to do this, **You** will be considered to have abandoned **Your** claim and **You** cannot take it up again.

# 5.4 Cooling-Off Period

During the cooling-off period, which spans 14 working days from either the commencement of Your Policy or the receipt of Your Policy documents, whichever comes later, You have the option to cancel Your Policy. To do so, simply inform Us, providing Your Policy number, and We will proceed with the cancellation. We will calculate the premium for the duration during which You were insured and refund the remaining balance accordingly.

## 5.5 Cancelling Your Policy

To cancel the **Policy**, just advise **Us** by phone or written communication, and **We** will refund premium on the following basis:

- if You request cancellation within 14 working days of the date upon which We inform You
  the Policy has been incepted or the date You have received Your Policy documents, We will
  refund based on the unused days left to run on the Policy
- if You cancel after the cooling off period, We will issue a refund based on the unused days left
  to run on the Policy, less a cancellation fee detailed in Our Terms of Business, provided You
  have not claimed or been involved in any Incident likely to result in a claim during the current
  Period of insurance

**We** will not refund **Your** premium if **You** are paying it under an instalment scheme (unless **You** made an overpayment).

If **You** have agreed to pay the premium in installments, **You** must keep **Your** payments up to date. If **You** do not, it may lead to **Your Policy** being cancelled and the deposit **You** paid can be used to cover fees including the Failed Premium Payment and Cancellation Fee.



We may cancel this **Policy** by giving **You** 10 days' notice in writing providing to **You** the reason or reasons for the cancellation, and **We** will inform the Department of Transport. **You** must then return the **Certificate of Insurance** and **Insurance Disc**.

Upon cancellation of **Your** contract of insurance, **We** shall repay **You** the balance of the premium for the unexpired term of the contract.

#### 5.6 Cover Period

Cover purchased in advance starts at 12:00 am on the **Policy** start date and ends at 11:59 pm on the **Policy** expiry date. However, if **You** opted for cover to start on the same day **You** purchased a **Policy**, the period of cover will only start from the time that **We** successfully received the premium payment

#### 5.7 Authorised Persons

In situations where there are multiple individuals named as insured/authorised on this **Policy**, and **We** receive instructions from one of the named insured/authorised persons, **We** will consider it as if each insured/authorised person has given **Us** the same instructions, and all insured/authorised individuals are in agreement and consent to those instructions. **We** will accept the instructions at face value without verifying whether the instructing individual has the authorisation and consent of the other insured persons.

#### 5.8 OUTbonus

For more information regarding Your OUTbonus, please see Your OUTbonus Terms and Conditions.

# 6. Our Rights

# 6.1 Recovery against You

If **We** have to make a payment due to **Our** obligations under the Road Traffic Act, or any other law, which would not otherwise have been covered, **We** have the right to recover such payment from **You** or the person on whose behalf **We** made the payment.

## 6.2 Recovering from Third-Parties

If **We** determine that someone else is responsible for a claim **We** have paid, **We** reserve the right to pursue that claim on behalf of anyone covered by this **Policy** to recover the payments made.

We have this right to subrogation from the first notification of Loss.

## 6.3 Salvage

If Your Car is written off, and We settle the claim, Your Car will become Our property and You must send Us the Vehicle licensing document and keys.

We will be entitled to take possession of and dispose of Your damaged Car at any time during the course of a claim.

## 6.4 When a Claim is made against Your Policy

We may take over and deal with the defence or settlement of any claim in the name of You and/ or the **Driver**.



## 6.5 When you're also covered under another Policy

In the event that **You** make a claim covered by another insurance **Policy**, **We** will only pay **Our** fair portion of the claim.

### 6.6 When there is misuse of a Car

This policy does not cover any liability, damage, cost or expenses, which are more than **Our** legal liability under the relevant road traffic legislation for any claim where the **Car** is intentionally used outside of the manufacturer's specifications or outside of the relevant local road traffic legislation.

## 6.7 In the case of misrepresentation and fraud

## 6.7.1 Negligent Misrepresentation

In the event of negligent **Misrepresentation** leading to a claim, **We** retain the right to take the following actions:

- void the contract and refund Your premium if We would not have entered into the contract under any circumstances.
- if **We** would have entered into the contract under different terms, **We** may consider the contract as if those alternative terms apply.
- if We would have entered into the contract at a higher premium, We may proportionately reduce the amount to be paid for any claim.

If negligent **Misrepresentation** occurs without resulting in a claim, **We** may terminate the contract by providing reasonable notice to **You**.

## 6.7.2 Fraudulent Misrepresentation

In the event of a claim and if any answer provided by **You** involves a fraudulent **Misrepresentation** or any fraudulent conduct on **Your** part during the contract formation process, **We** reserve the right to void this insurance contract.

#### 6.7.3 Fraudulent Claims

If You a named driver or anyone acting on Your behalf engages in any of the following actions:

- makes a knowingly false or misleading claim under the Policy
- makes a claim for Loss or damage intentionally caused by You or a covered individual with Your knowledge
- provides Us or Our representatives with a knowingly false statement in connection with a claim
- submits a falsified document to Us or Our representatives in connection with a claim

We reserve the right to take one or more of the following actions, in addition to any other rights We may have:

- decline to pay the claim
- potentially void the Policy from the date of the fraudulent claim or act
- not refund Your premium
- consider informing the appropriate law enforcement authorities about the situation

If You or anyone named on Your Policy commits a fraudulent act on any other Policy, then We may:

- cancel this Policy
- consider letting the appropriate law enforcement authorities know about the circumstances



# 7. Loss or Damage to Your Car

The table below indicates what **Insured Events** are covered by **Our** available cover types under this section. The cover type **You** have selected will be displayed on **Your Policy Schedule**.

Event	Comprehensive	Third Party, Fire and Theft
Accidental Damage	✓	
Broken/Damaged Glass	✓	
Fire	✓	✓
Theft or Attempted Theft	✓	✓

# 7.1 Accidental Damage

This sub-section applies if You have chosen Comprehensive cover with Us.

#### 7.1.1 What We Cover

We will cover Accidental Damage to or Loss of Your Car, up to its Market Value. This includes acts of Malicious Damage.

We will also pay up to 5% of Your Car's Market Value for damage to Your Car's Modifications/ Accessories, or if You have informed Us about them and they are noted on Your Policy Schedule, then We will cover them, up to the amount stated.

#### 7.1.2 What We Don't Cover

- damage to Your Car's tyres due to road hazards including, but not limited to, punctures, cuts, or bursts caused by potholes, debris, or sharp objects, unless such damage occurs as a direct result of fire, theft and attempted theft, or Malicious Damage.
- damage to Your Car and its Modifications/Accessories
  - caused by goods carried in Your Car
  - incurred during participation in rallies, competitions, trials, or while on a race track, circuit, or other prepared course
  - caused directly by pressure waves generated by aircraft and other flying objects moving at or exceeding the speed of sound.

#### 7.2 Broken or Damaged Glass

This sub-section applies if You have chosen Comprehensive cover with Us.

#### 7.2.1 What We Cover

**We** will pay for the costs incurred for the repair or replacement of **Your Car's** windscreen or windows in cases of damage or breakage. Additionally, **We** will cover the costs to fix scratches on the bodywork resulting from the broken glass.

If You use one of Our Approved Repairer(s), We will cover the full cost of repairs or replacement. If You opt for a repairer who is not on Our approved list, the coverage is capped at  $\leq$ 150 for replacement and  $\leq$ 50 for repairs.



#### 7.2.2 What We Don't Cover

- Damage to sunroof glass, mirrors, or panoramic glass roofs.
- Any additional costs of replacing or repairing any glass that deviates from the standard laminated or tempered glass commonly used in Car windows, including tinted and privacy glass.
- The cost of importing glass or parts from outside Europe.
- Glass breakage caused by Nickel Sulphide Inclusions.
- Glass breakage caused by Malicious Damage
- Modifications/Accessories do not include any modifications, enhancemts or improvements that change the performance or power of Your Vehicle.

#### 7.3 Fire and Theft

## 7.3.1 What We Cover

We will cover the Damage to or Loss of Your Car due to fire, theft or attempted theft up to its Market Value.

We will also pay up to 5% of Your Car's Market Value for damage to Your Car's Modifications/ Accessories, or if You have informed Us about them up to the value noted on Your Policy Schedule.

### 7.3.2 What We Don't Cover

- The Damage to or Loss of Your Car and its Modifications/Accessories
  - due to theft or attempted theft when the keys or keyless entry system are left unsecured or are in, on, or near **Your Car** while it is left unattended.
  - resulting from a theft or attempted theft involving a family member, someone from Your
    household, or a current or former employee of the Car owner, unless You report the Incident
    to the relevant law enforcement authorities and provide Us with written confirmation of
    the report
  - that occurs when someone gains possession of it through **Deception**, fraud, or by misleading **You**.



# 8. Liability to others

The following people are insured under this section of the Policy:

- You, the owner of Your Car, whilst driving Your Car.
- any person driving Your Car other than You who is covered under the Certificate of Insurance as a Named Driver.
- any person travelling in or getting out of Your Car.
- any person using (but not driving) Your Car, but will be using it for personal, domestic or pleasure purposes.
- Your employer or business partner, if Your Car is being used for the purpose specified under Your Certificate of Insurance, Your employer or business partner is not insured under another Policy, and Your Car is not owned or hired by Your employer or business partner

#### 8.1 What We Cover

This section covers **You** and **Named Drivers** against liability which is the result of an **Insured Event** involving **Your Car** and/or attached trailer which results in any of the below to a third-party:

- · bodily injury
- death
- property damage (limited to €30 million) for personal use policies

Any emergency treatment costs resulting from the above **Accident**, that **We** are required to cover in accordance with the Road Traffic Act. will also be covered.

#### 8.1.1 Driving other cars

You will also be covered for liability to third parties whilst driving another private Vehicle as long as:

- there is no other insurance **Policy** which covers **You** driving that **Vehicle** (whether or not that **Policy** would cover what is covered by this extended cover)
- the Vehicle does not belong to You or Your husband, wife, partner or member of Your household
- You have the owner's permission to Drive the Vehicle and have been driving it for less than 30 days
- You still own and insure Your Car under this policy, and it has not been damaged beyond economical repair
- You are driving under the usage noted on Your Certificate of Insurance

This only applies to driving a private Vehicle and does not include:

- · commercial Vehicles
- · camper Vehicles
- Vehicles used for hire or reward such as a taxi
- vans
- Vehicles with no seats in the back (Jeep types)
- · Vehicles registered outside of Ireland
- Vehicles modified beyond the manufacturer's standard specification



You are only covered to drive a Vehicle with an engine size of 2000cc or less (150 kilowatt or less for electric vehicles) under the Driving Other Cars section.

For a claim to be valid, the following conditions apply:

- the other Vehicle is roadworthy and is properly compliant with road traffic legislation with a valid NCT test certificate if required by law
- You do not regularly use or Drive the Vehicle

## 8.1.2 Liability Cover During Foreign Usage

Liability cover is extended beyond the stated geographical limits, to the rest of **Europe**. This cover will always be sufficient to meet the minimum cover requirements of the specific region.

This cover is only available for 60 days. **You** must notify us if the **Car** is taken outside of Ireland for a period of more than 60 days.

## 8.1.3 Legal Fees

If **We** give **You Our** written permission, **We** will cover the below costs that may arise as a result of the above liability **Incident**:

- Legal representation fees for
  - · coroner's inquest into a death
  - defending proceedings brought in any court of summary jurisdiction in Ireland
- Manslaughter legal representation fees up to a maximum of €1500

## 8.2 What We Don't Cover

- damage to any Vehicle, trailer, or mechanically-propelled-vehicle being Driven by a person insured/claiming under this policy
- the value of any Personal item(s) inside the insured Car.
- anyone who does not comply with the terms and conditions of this Policy
- death or bodily injury to
  - the Driver of the Car insured under this Policy
  - any person arising out of the course of their employment
- Any Loss, damage, liability or injury arising from caravans, mobile homes, trailer tents, boat trailers, and any trailer which includes machinery or other equipment.
- This cover will not be available if the event is insured under another policy
- There is no other insurance Policy which covers You driving that Vehicle (whether or not that Policy would cover what is covered by this extended cover).



## 9. Section: Extra Benefits

These benefits apply automatically to **Your** cover unless otherwise stated and will pay out if **You** have a valid claim under Section 7 (**Loss** and Damage to **Your Car**) of **Your Policy**.

Benefit	Maximum per claim
Towing and Storage	€200
Fire Brigade Charges	€1000
Replacement Locks	€1100
Medical Expenses	€100
Personal Items	€150

We also offer the following benefits, see more details below:

- new for old Car
- temporary substitutions

## 9.1 Towing and Storage

We will pay up to €200 for the towing and storage of your Car to the nearest suitable repairer, along with safe storage while it is being repaired.

## 9.2 Fire Brigade Charges

If a fire leads to a valid claim under **Your** policy, **We** will pay the charges from a fire authority under the Fire Services Act 1981 to:

- control or put out the fire in the Car
- remove the driver or passengers from the Car using cutting equipment

the maximum We will pay for any one claim is €1000.

#### 9.3 Replacement Locks

If the Car's keys or key fobs are stolen from Your home, We will cover the cost of replacing the Car's locks and keys or key fobs up to €1100.

#### 9.3.1 You will not be covered if:

- You do not report this incident to An Garda Síochána (you will require written proof of this)
- the keys or key fobs were stolen by a Household Member

#### 9.4 Personal Items

We will cover the cost of any Lost or damaged Personal Item(s) in the Car caused by Accident, fire or theft. This excludes any of the below items:

- money or money equivalents (e.g. vouchers), stamps, documents, tickets or financial certificates
- electronic devices including mobile phones and laptops
- jewellery or furs
- goods, samples, tools or equipment carried in connection with any trade or business.
- property insured by another insurance Policy
- child Car seats, booster seats, push chairs, prams, buggies or carrycots.
- any items on the roof of the Car



#### 9.4.1 You will only be covered if:

 In the case of theft, the Car was locked, and all windows (including sunroofs) were closed, and the items were concealed in the boot.

The maximum **We** will pay for any one claim event is €150.

## 9.5 New for Old Car

If Your Car is a Total Loss and:

- You or a Named Driver purchased the Car new or as a demonstrator Car from a licenced motor dealer, and
- the Incident occurred within 12 months of Your Car being first registered; and
- Your Car has not travelled more than 25 000 kilometres

**We** will replace the **Car** with a new **Car** of a make, model and specification as close as possible to the insured one. If there is no readily available replacement, **We** will pay **You** a cash-equivalent amount. **We** will determine the cash-equivalent amount based on industry pricing guides.

#### 9.6 Medical Expenses

We will pay for medical expenses for Accidental bodily injury suffered as a direct result of an Accident to anyone travelling in the Car, up to a maximum of €100 per person.

# 9.7 Temporary Substitutions

Cover provided by this **Policy** is automatically transferred to any private **Substitute Car** loaned to **You** or one of the **Named Drivers** for up to 7 days, subject to the following conditions:

- the engine capacity of the Vehicle does not exceed 2000cc
- the Vehicle is loaned by a registered garage or Vehicle repairer
- the Market Value of the Vehicle does not exceed €50,000

# 10. Optional Covers

## 10.1 Roadside Assistance

Your schedule will show if You have this cover.

#### 10.1.1 Benefits Provided

In the event of **Your Car** being **Immobilised** as a result of an:

- accident, mechanical or electrical Breakdown
- loss of electrical charge (EV and Hybrid)
- fire, theft, or any attempted theft
- malicious damage, punctures, Lost keys, stolen keys, or keys broken in the lock or locked in Your Car

We will arrange and pay for the following benefits:

#### 10.1.2 Roadside & Doorstep Assist

- We will provide up to one hour's free labour either at the roadside, Your home or place of work
  if the Car can be repaired where it is.
- You or a Named driver must be with the Car when the repairer arrives to avail of the benefits under this cover.



## 10.1.3 Towing

- if the Car has broken down at home or away from home and cannot be repaired where it is,
   We will pay the cost of towing the Car to the nearest garage capable of repairing the Car or
   Your own garage, whichever is closer.
- You will be liable for any additional towing charges outside of this.

## 10.1.4 Completion of Your Journey within Ireland

If repairs cannot be carried out at the roadside and **You** are more than 30 kilometres from **Your** home, at the choice of the assistance provider **We** will arrange and pay for one of the following:

- a. onward public transport of **You** or a **Named Driver** and **Passengers** home or to an intended destination, or
- a replacement Vehicle for up to 48 hours and public transport back to collect the Car when repaired, or
- c. overnight accommodation for one night only, while repairs to the **Car** are being carried out subject to a maximum value of €35 per person and €175 in total.

## 10.1.5 Completion of Your Journey within England, Scotland and Wales

If repairs cannot be carried out at the roadside, **We** will provide a replacement **Vehicle** for up to 48 hours. The most **We** will pay for this is £100 (sterling).

If the **Car** cannot be repaired before the departure date, **We** will pay for the **Car** to be towed to the port **You** are leaving from. The most **We** will pay for this is £250 (sterling).

# 10.1.6 Conditions that apply to Roadside Assistance

This benefit applies only within the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands.

- We may refuse assistance in circumstances where:
  - a **Driver** appears intoxicated;
  - the Car is inaccessible or in an off-road location;
  - the Car cannot be transported safely or legally without hindrance using a standard Car transporter and equipment;
  - the Car is not being used in accordance with the use set out in the Policy;
  - the Car is modified or customised so that it cannot be recovered, for example changes to the wheel arches, wheel or tyre sizes, front and rear bumper height, and original ride height
- We cannot accept responsibility for the care or transportation of any goods carried (including pet animals or livestock) within the Car.
- We will not arrange for or incur any additional cost to transport goods, pets or any other
  animals carried in the Car It will be Your responsibility to arrange and pay for alternative
  transport for goods, pets, or any animals if the Car has to be towed.
- no benefit shall be payable unless You have notified Us and We have authorised assistance through the Emergency Assistance phone line.
- the Policy number must be quoted when calling for assistance.
- You or a Named Driver must be with the Car when the repairer arrives. If You are not with the
  Car and Our repairer cannot assist, any subsequent assistance will be at Your own cost.



- if We have to make a forced entry to the Car because You are locked out, You must sign a
  declaration, which confirms that We are not responsible for any damage.
- in the event of the **Car** being taken to a location of the Insured's choice, no further recovery arising from the same **Breakdown** will be provided.
- if You or a Named Driver cancel a Breakdown assistance call-out, You are not eligible for another call-out for that assistance.
- You or anyone named on Your Policy are covered for a maximum of two roadside assistance claims per year

#### 10.1.7 We will not cover:

- any consequential loss arising from using the assistance services (consequential loss is an additional loss caused by a Recovery Provider assisting or failing to assist **You**).
- the cost of any parts, tyres, keys, lubricants, fluids, fuel or EV electrical charge.
- failing to provide any of the benefits outlined in this section for reasons beyond Our reasonable
  control, including (but not limited to) You needing assistance at the time of a natural
  catastrophe, or Us being unable to reach You because roads have been closed.
- any winching costs or specialist equipment. For example, any Vehicle or equipment (other than a standard recovery Vehicle) which is required to move a Car which has left the road or is overturned or without wheels, would be considered specialist equipment. Once the Car has been removed to a suitable location, normal service will be provided.
- recovery of trailers or any attachments to the Car.
- expenses, which are recoverable from any other source.
- recurring **Breakdown** assistance requests due to the same cause where a permanent professional repair has not been undertaken to correct the fault.
- any **Breakdown** assistance requests arising where the **Car** is carrying more **Passengers** than that for which it was designed as stated in the manufacturer's specifications.
- a Breakdown that is a result of unreasonable driving of the Car on unsuitable terrain.
- any **Accident** or **Breakdown** brought about by an avoidable or wilful or deliberate act committed by **You** or anyone named on **Your Policy**.
- the cost of repairing the Car other than outlined in the benefits above.
- any Breakdown assistance requests caused by fuels, mineral essences or other flammable materials, explosives or toxins transported by the Car.
- Loss or damage to the contents of the Car.
- failure on **Our** part to perform any obligation as a result of any government control restrictions or prohibitions or any other act or omission of any government agency or local authority; or default of any supplier, agent or other person; or labour disputes or difficulties
- Any other event beyond our reasonable control
- Any breach of this section of the Policy



## 10.2 Courtesy Car

Your schedule will show if You have this cover

If **Your Car** is Lost or damaged as a result of a valid claim on this policy, a courtesy **Car** will be provided to **You** by a hire company that **We** nominate and approve. The courtesy **Car** will be provided for a maximum of:

- the duration of the repairs if Your Car is repairable, up to a maximum of 14 days
- the time for Us to settle Your Total Loss claim, up to a maximum of 21 days if Your Car is written
  off

If it is determined that **You** or any **Named Driver** are not at fault for the **Loss** of or damage to **Your Car**, the hire period may be extended for a further period with agreement from **Us**.

The courtesy Car provided to You will usually be an economy class 1.2 litre Vehicle.

You may only use the courtesy Car in the Republic of Ireland unless the hire company gives You permission to use the courtesy Car outside of the territories permitted by the hire company's terms and conditions. This will also require You to ensure that the necessary insurance is in place.

**You** will receive a copy of the car hire company's terms and conditions, which will apply throughout **Your** use of the courtesy **Car**. These terms may include the requirement of paying a refundable deposit and an excess fee if the courtesy **Car** incurs any damages during **Your** hire period.

During **Your** hire period, insurance coverage for the courtesy **Car** will be provided either by the car hire company or, alternatively, **Your** Policy will be extended to cover **You** and any authorised **Driver** under **Your Policy** while operating the courtesy **Car**. If **We** extend **Your** policy to provide coverage for the courtesy **Car**, **You** will be subject to the same terms and conditions of **Your** policy when driving the courtesy **Car**.

The courtesy **Car** benefit will not apply where the only repairs required are to damaged or broken glass in the windscreen or windows of **Your Car**.

# 10.3 Comprehensive Driving of other Cars

Your schedule will show if You have this cover.

We will cover You when driving a Vehicle temporarily borrowed from another person. This includes Loss or Damage as well as third party liability.

This only applies to driving a private Vehicle and does not include:

- commercial Vehicles
- camper Vehicles
- Vehicles used for hire or reward such as a taxi
- vans
- Vehicles with no seats in the back (Jeep types)
- Vehicles registered outside of Ireland
- Vehicles modified beyond the manufacturer's standard specification.



For a claim to be valid, the following conditions apply:

- the other Vehicle is roadworthy and is properly compliant with a valid NCT test certificate if required by law
- You do not regularly use or Drive the Vehicle
- There is no other insurance Policy which covers You driving that Vehicle (whether or not that Policy would cover what is covered by this extended cover)
- the Vehicle does not belong to You or Your spouse, partner or Household Member(s)
- the other **Vehicle** is properly compliant with road traffic legislation
- You have the owner's permission to Drive the Vehicle and have been driving it for less than 30 days
- You still own and insure Your Car under this Policy, and it has not been damaged beyond economical repair
- You are driving under the usage noted on Your Certificate of Insurance
- the **Loss** or damage happens in the Republic of Ireland
- the Market Value of the other Vehicle cannot exceed €50,000

## 10.4 Comprehensive Cover Abroad

Your schedule will show if You have this cover.

The full cover of this **Policy** will apply if **You** travel in/to another **European** country, for up to 90 days during the **Period of Insurance**. After 90 days the minimum cover requirements of the specific region will apply.

#### 10.5 Child Car Seats

Your schedule will show if You have this cover.

We will pay You for child Car seats, booster seats, push chairs, prams, buggies or carrycots carried in Your Car if they are Lost or damaged due to Accident, fire, theft or attempted theft.

This excludes:

- theft of push chairs, prams, buggies or carrycots if Your Car is left unattended unless these
  are locked in the boot
- if the Loss or damage is as a result of theft, no payment will be made if there are no signs
  of forced entry to Your Car.

The maximum We will pay for any one claim event is €350.

## 10.6 Wall Charger

Your schedule will show if You have this cover.

If Your Car is an electric Vehicle (EV) or a plug-in hybrid electric Vehicle (PHEV) model, We will pay for Accidental Damage to Your wall charger, provided it isn't already covered by Your home insurance.

The maximum **We** will pay for any one claim event is €650.



## 11. General Exclusions

The following is not covered under this **Policy**:

- No cover will apply for any **Driver**:
  - · not insured under this Policy
  - who does not hold a valid **Driver's** licence which legally allows them to drive in the Republic
    of Ireland
  - with a learner permit driving or in charge of Your Car and is not accompanied by a full
    driving licence holder in accordance with the Road Traffic Acts and any other regulation
    that may apply to such learner permit holders
  - who is not meeting the conditions of his/her driving licence/learner permit. This includes
    conditions relating to the class of Vehicle being Driven or any other restriction or condition
    that may apply.
  - who has been disqualified from driving, or has failed to disclose penalty points or motoring convictions
  - employed in the motor trade industry who may be driving **Your Car** whilst it is being repaired, serviced or overhauled
- Any Accident, injury, legal liability, Loss or damage caused by:
  - · an earthquake
  - war, acts of terrorism, riot or civil commotion, including any action taken to control or prevent such events
  - Loss or destruction of or damage to any property whatsoever or any Loss or expenses whatsoever, resulting or arising therefrom any nuclear event
  - ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from burning nuclear fuel
  - the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment, weapon or any part of such items
- The VAT (value added tax) on any repair or replacement if You are registered for VAT
- Any taxes that You may be exempt from or entitled to claim back such as Vehicle Registration
  Tax (VRT) or VAT
- Any Loss suffered due to not being able to use Your Car, or any other consequential loss, including Loss of earnings and travel costs.
- Decrease in Your Car's value due to
  - · repairs carried out after an Accident
  - depreciation
- If the Driver of Your Car has any breath, blood or urine drug or alcohol levels above the legal limit
  - · by admission,
  - · by failure of a test or
  - if the **Driver** refuses to take a test when legally compelled to do so
- Any Loss or damage due to any public or local authority taking, keeping or destroying Your Car or any financial institution repossessing Your Car
- Any Loss or damage to Your Car if it does not hold a valid NCT at the time of the Loss or damage



- Loss or damage caused by the use of incorrect or contaminated fuel or lubricant
- Loss or damage by animals, vermin, insects, infestation or domestic pets
- Your Policy only covers You for insurable matters for which You would be legally responsible.
   We will not cover any responsibilities You accept under any form of contract, which would otherwise not be there. For example, if You agree in contract to cover any Incidents, Accidents or events You are not legally liable for, the Policy cover will not apply.
- Failures or breakdowns related to the mechanical, electrical, or software components of Your Car.
- The costs associated with repairs or replacements that enhance Your Car's condition beyond
  its state before an Incident.
- Wear and tear of Your Car and its Modifications/Accessories.
- The cost of importing parts or Modifications/Accessories for Your Car that are not available in Europe from outside Europe.
- The additional cost for parts or Modifications/Accessories for Your Car that exceeds the price
  of comparable items sourced from their OEM's European representatives.
- Any damage that does not arise from an Accidental, sudden or unforeseen Incident, Accident
  or Malicious Damage occurrence.
- Any loss or damage that is the result of a Cyber event
- No cover will apply to vehicles used on airport premises other than in areas to which the public has free vehicular access. No cover applies to Airport Service Vehicles.
- Modifications/Accessories do not include any modifications, enhancements or improvements that change the performance or power of Your Vehicle.
- Any Accident, injury, legal liability, Loss or damage while towing:
  - anything other than a trailer (including cattle trailer or boat trailer), caravan, horsebox, or a broken-down vehicle
  - if this is not allowed by law
  - if You do not hold the appropriate licence
  - if You are being paid to tow
  - a greater weight than that for which the trailer was designed (as shown in the manufacturer's specification) or the weight of the trailer and/or property being carried is outside the maximum specified towing limit for Your Car
  - if the Loss or damage is caused to the towed trailer or vehicle or to property being carried in the towed trailer or vehicle, or the injury is to any person being carried in the towed trailer or vehicle.



## 12. Data Protection

**OUTsurance DAC** is the controller of **Your** personal data, which will be processed in order to provide our insurance services to **You**, as well as to comply with our legal obligations. In addition, where **You** have told **Us** that **You** are happy to receive marketing information from **Us** (or that **You** don't object to it), **We** will process **Your** personal data in order to send **You** marketing communications about **Our** products and services.

**You** can find more information on the processing of **Your** personal data, as well as regarding data recipients in **Our** Privacy Notice, available at <a href="https://www.outsurance.ie/privacynotice">https://www.outsurance.ie/privacynotice</a>

If you have any questions about your personal data or wish to exercise your data protection rights, including rights to access, rectify, erase, restrict, or object to the processing of Your data please contact Us.

Here are Our contact details:

- OUTsurance Customer Services on 1800 600 400
- dpo@outsurance.ie
- Data Protection Officer, Building 3, The Campus, Cherrywood Business Park, Loughlinstown, Dublin 18, D18TF72, Dublin, Ireland

