

MOTOR CHOICE CAR INSURANCE



Policy



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Complaints procedure

We are committed to providing our customers with a high standard of service at all times. If you have a complaint in connection with company service, the details of your policy, perceived conflict of interest or treatment of a claim please contact our Customer Service team at;

- **Customer Service Feedback Team**

RSA Motor Choice Car Insurance
RSA Insurance Ireland Limited
PO Box 384,
Tuam Road,
Galway
Telephone: 1850 665 775
Email complaints@ie.rsagroup.com

In the event of your complaint not being resolved to your satisfaction you may contact

- **Insurance Ireland**

Insurance House,
39 Molesworth Street, Dublin 2.
Phone: 01 676 1914
Fax: 01 676 1943
E-mail: iis@insuranceireland.eu
Website: www.insuranceireland.eu

or

- **The Financial Services Ombudsman Bureau**

3rd Floor, Lincoln House,
Lincoln Place, Dublin 2
Phone: 01 6620899
Fax: 01 6620890
Lo-call: 1890 88 20 90
E-mail: enquiries@financialombudsman.ie
Website: www.financialombudsman.ie

You may only appeal a Financial Services Ombudsman's Bureau finding to the High Court. We will not bear the cost of an appeal you bring.

Making a claim

It is important to get you back on the road as quickly as possible. That's why the RSA Motor Choice Car Insurance Claims Assist Team are available 24 hours a day, 365 days a year. Help is always just a phone call away.

1. Telephone the RSA Motor Choice Car Insurance Claims Assist Team on 1850 665 775 (or 00353 1 290 1978 from outside the Republic of Ireland) with the first notification of your claim. They will advise you what to do next and issue all appropriate documentation to you immediately.
2. RSA Motor Choice Car Insurance gives you access to an Approved Repairer Network. If you have an accident and Your Car cannot be driven, our Approved Repairer Network will tow it to their premises if you have Comprehensive cover. This will safeguard Your Car from further damage from vandals or against theft of parts. Repairs can start immediately. If the Approved Repairers are not used, obtain an estimate and advise us immediately and we will appoint an assessor if necessary.
3. An Excess is the first amount of a claim for loss or damage to Your Car that you must pay. The Excess that applies to your policy is shown in your Schedule. When repairs have been completed you may have to pay the Excess directly to the repairer before you can take delivery of Your Car.

RSA Motor Choice Breakdown Assistance

Details of the cover is set out in Section 9. If you have bought cover for Ireland and the UK, please refer to section 9A, and if you have bought cover for Europe, please refer to section 9B. Your Schedule will show the cover you have bought. To use this cover you must call;

from within the
Republic of Ireland: 1800 99 22 77
from outside the
Republic of Ireland: 00 353 91 501640.

RSA MOTOR CHOICE CAR INSURANCE POLICY

This Policy, the Schedule that shows the cover that applies, any Endorsements found either at the back of this book or issued separately, and your Certificate set out your and our rights and responsibilities. You should keep all these documents carefully in a safe place.

Please read the General Conditions that relate to this Policy that are set out on page 23 of this document.

Please note that the Schedule and your Certificate of Insurance form part of this Policy and must be read together with this booklet as one document.

Where a word or phrase is defined, it has the same meaning wherever it appears.

Notes to help you if you have an accident or wish to change the Policy are at the back of this booklet.

Duty of disclosure

The information provided by the Insured is shown in the Proposal Form. Please check that all of the information is accurate. If there are any errors please contact us immediately. Your attention is drawn particularly to Condition 1 on page 23 of the Policy. The cover granted and the premium calculated for your risk are based on the information provided by the Insured. You must give us immediate notification of any change in the risk which materially affects this insurance. Failure to disclose all material information, or

disclosures of false information could result in the policy becoming void, a claim not being paid, claims paid being recovered from you, you becoming liable for additional premiums which we reserve the right to collect and Terms and Conditions of the policy being amended. Should we take any of these actions against you, then you will be obliged to disclose them on any future request for cover or quotation. These are considered as the application of Terms and this enforced action by us, may affect your ability to get insurance cover in the future.

Material information is any fact that RSA Insurance Ireland Limited (RSA) would regard as likely to affect the acceptance or assessment of the risk. Information is material if it would reasonably change the premium we charge, or would change a decision to provide you with insurance. Information we require includes for example, current medical details or history in respect of you or anyone else you propose to drive, and details of any claims previously made or submitted by you or anyone else you propose to drive. It is recommended that you keep a record (including copies of letters) of all information supplied for the purpose of this insurance. If you are in any doubt as to whether a fact or change is material or not, please contact us. Misrepresentation or non disclosure of a Material Fact in order to obtain insurance may be considered fraud. We may provide details of any such fraud to the appropriate authorities and this may result in prosecution.

In return for your premium, we will provide the cover shown in the Schedule for accident, injury, loss or damage that happens within the

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RSA MOTOR CHOICE CAR INSURANCE POLICY (CONT.)

geographical limits during the Period of insurance.

The Geographical limits are:

- The Republic of Ireland
- Great Britain
- Northern Ireland
- The Isle of Man
- The Channel Islands
- Any vessel travelling by sea between any ports in any of these territories.

All monies which become or may become due under this Policy will in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland in Euros unless we specifically say otherwise.

This Policy will operate only while the Certificate of Insurance is in force.

Stamp Duty has been or will be paid in accordance with Section 5 of the Stamp Duties Consolidation Act, 1999 (as amended).

Contract Law

The parties to a contract of insurance covering a risk situated in the Republic of Ireland, are permitted to choose the law applicable to the contract. We propose that the contract will be governed by Irish Law.

Communications between you and us about this policy will be in English.

The insurer that you have entered a contract with is RSA Insurance Ireland Limited.

RSA is a registered business name of RSA Insurance Ireland Limited (the Insurer). RSA Insurance Ireland Limited is regulated by the Central Bank of Ireland. The underwriter is RSA Insurance Ireland Limited which is a member of the RSA Group. RSA Insurance Ireland Limited, RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16, company number 148094. Tel: 1850 665 775.

Outside Ireland Tel: +353 1 290 1978.



Brian Hughes
Director of Personal Underwriting,
RSA Insurance Ireland Limited

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

Approved Repairer Network

A number of independent vehicle repairers with whom we have concluded contracts governing repairs to vehicles that are the subject of insurance claims.

Bodily Injury

Injury resulting directly from an accident caused by some external violent and visible means.

Your Car

Any vehicle you have given us details of and which we have agreed to insure, described in 5(a) of the Certificate that is in force under this policy.

Certificate

Your certificate of motor insurance and the current document that proves you have the motor insurance you need by law. The Certificate shows who can drive Your Car, what you can use it 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.

Endorsement

Changes in the terms of your policy. These may be in this booklet or may be added later.

Green Card Country

A country that is a member of the European Union, or a country that 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 using motor vehicles (number 72/166/EEC) (as amended).

Excess

The first part of any claim that you have to pay.

Insured Person

A person entitled to the protection of section 1 of this policy.

Loss of a limb (section 5A)

Having a limb cut off or permanent loss of use of the limb at or above the wrist or ankle.

Period of insurance

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

Road Traffic Acts

The laws governing motor vehicles of any country that this policy operates in.

Schedule

The document which gives details of the cover you have. The Schedule forms part of this policy.

Spouse

Your husband, your wife or your civil partner recognised in law. It does not include a person with whom you cohabit but who is not your husband, wife or civil partner.

we, us, our

RSA Insurance Ireland Limited.

you, your

The policyholder named in the Certificate.

Section I

IA Liability to Third Parties

I Injury to others and damage to other people's property

We will pay:

- any amount an Insured Person may have to pay for being legally liable for a person's death or Bodily Injury; and
- up to a limit of €30,000,000 for an amount an Insured Person 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 Your Car or a trailer that is attached to Your Car.

2 Legal costs

We may pay the following legal costs if they relate to an incident which is covered under I above.

- (a) The fees of solicitors asked to represent anyone we insure at a coroner's inquest or defence in any district court.
- (b) Up to €5000 for the costs of defence of an Insured Person against a charge, under subsection 2(A) of Section 53 of the Road Traffic Act 1961, of manslaughter or causing death or serious bodily harm by dangerous driving.
- (c) 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

Your Car and for which the Insured Person may be legally liable. You must have our written permission before we will make any payment and the most we will pay for these legal expenses is €7,000,000.

3 Definition of 'Insured Person'

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

- (a) you;
- (b) any person whose liability is covered under section 4 of the Certificate, except a person in the motor trade driving Your Car for purposes of overhaul, upkeep, or repair;
- (c) with your permission any person, using but not driving Your Car;
- (d) with your permission, any person who is in, getting into or getting out of Your Car;
- (e) the employer or business partner of any other Insured Person if business use is permitted by your Certificate;
- (f) The legal personal representatives of an Insured Person who has died.

4 Compulsory insurance in the European Union and other countries

We will extend the insurance under this section to give the minimum cover needed by law relating to compulsory insurance for vehicles in any Green Card Country.

1B Driving other cars

Please check your Schedule to see if you have this cover.

Section 1A above will also apply if you are legally liable for a person's death or Bodily Injury, or for damage to property as a result of an accident caused by or in connection with you driving any other private car that is not owned by you or any other person who lives with you.

Exclusions to section 1

Unless we must do so under the Road Traffic Acts, we will not pay:

- 1** for damage to property owned by or in the possession or control of an Insured Person;
- 2** damage to Your Car or any car you are driving under section 1B;
- 3** for death of or Bodily Injury to any person driving Your Car, or in charge of it for the purpose of driving it;
- 4** if the Insured Person has cover for the liability under another policy;
- 5** for death of or Bodily Injury to any person arising out of and in the course of that person's employment by the Insured Person.

Section 2

Loss or damage by fire or theft

We will pay for loss of or damage to Your Car or any part of it or its accessories and spare parts on Your Car, caused by fire, theft or attempted theft.

We may decide to repair or replace Your Car or any part of it; or pay a cash amount for the loss or damage.

Our maximum payment for any loss or damage under this section will be the market value of Your Car immediately preceding the incident but will not exceed any value declared to us prior to the loss.

Fire Brigade Charges

In addition to any claim for damage to Your Car, we will pay up to €1000 if you are legally liable to pay charges as a result of a Fire Brigade being called out to control or put out a fire in Your Car, or to remove the occupants of Your Car using cutting equipment.

Any payment under Section 2 will not affect your no-claims discount.

Section 3

Windscreen Damage

Please check your Schedule to see if you have this cover.

We will pay for loss of or damage to the glass in Your Car's windscreen, windows or sunroof and any scratching on the bodywork as a result of the breakage.

We may decide whether to repair or replace the windscreen or to pay a cash amount for the loss or damage. We reserve the right to require you to pay the first €30 of any

amount to be paid to replace the windscreen. This will not apply if you have the windscreen repaired, or if you have to replace any other window glass covered by this section.

If you use Allied Irish Windscreens or Autoglass for the replacement or repair there is no limit applicable. If you use any other windscreen repairer we will not pay more than €225 for either a repair or replacement. Any payment will not affect your no-claims discount.

Section 4

4A Loss of or damage to Your Car

Please check your Schedule to see if you have this cover.

We will pay for loss of or damage to Your Car or any part of it or its accessories and spare parts fitted to it. You must pay for some of the loss or damage. The amount you will have to pay is shown in your Schedule and described in more detail in Section 7.

We may decide to repair or replace Your Car or any part of it, or pay a cash amount for the loss or damage.

Our maximum payment for any loss or damage under this section will be the market value of Your Car immediately preceding the incident but will not exceed any value declared to us prior to the loss.

4B Driving other cars

Please check your Schedule to see if you have this cover.

If both section 4B of the policy applies, and your Certificate allows you to drive other cars (if it does, paragraph 5b will be shown on the Certificate), we will pay for loss of or

damage to any private motor car:

- under 2500 cubic centimetres engine capacity and;
- that you are driving but that does not belong to you or any other person who lives with you, and;
- that is not hired to you or to any other person who lives with you under a hire purchase or lease agreement and;
- that is lost or damaged in the Republic of Ireland; and
- provided there is no other insurance policy covering your driving of that car; and
- provided you have the owner's permission to drive the car and it has been under your control for less than 30 days.

We may decide to repair or replace the other car you have driven or any part of it, or pay a cash amount for the loss or damage up to a total of €50,000.

You must pay for some of the loss or damage. The amount you will have to pay is shown in your Schedule and described in more detail in Section 7.

Extensions to cover applying to Sections 2,3 and 4

These extensions will apply if you have a valid claim under any of Sections 2, 3 or 4.

Towing charges

We will pay the reasonable cost of

protecting and removing Your Car to a repairer that we both agree if, as a result of any loss or damage insured under sections 2, 3 or 4, you cannot drive Your Car. We will also pay the reasonable cost of delivering it to you at the last address you advised to us after the repair, replacement, reinstatement or recovery. We will pay the reasonable cost of storing Your Car.

Hire-purchase or contract-hire agreement

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

Exceptions to Sections 2, 3 and 4

We will not pay for:

- 1 loss in value, wear and tear, mechanical, electrical or electronic breakdown or computer failures;
- 2 damage to tyres by braking, punctures, cuts or bursts;
- 3 loss of use;
- 4 loss or damage costing more than the current market value of Your Car at the time of loss or the amount you have advised us that Your Car is worth, whichever is less;
- 5 any amount over €1 000 for loss or damage to Satellite Navigation equipment, in-car entertainment equipment including but not limited to car stereos, hi-fi's, DVD players, CD players, amplifiers and speakers, games consoles and permanently fitted car-phone equipment;
- 6 theft of or from Your Car, or unauthorised taking of Your Car, by members of your family;
- 7 damage caused while Your Car was in the possession or control of a member of your family without your permission;
- 8 theft of or from Your Car if the keys or locking devices are left in or around it;
- 9 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;
- 10 the replacement of locks following damage to, or loss or theft of the keys or locking devices, unless the policy cover you have bought includes section 5C;
- 11 for replacing parts that have been contaminated or damaged as a result of putting the incorrect fuel in Your Car or failing to keep the correct amount of lubricant in Your Car;
- 12 Unless you tell us before you leave, any loss or damage while You are visiting a Green Card Country for a single trip of more than 31 days, or are making your second or subsequent visit to that or any other Green Card Country.

Section 5

Additional benefits

Depending on the cover you have bought, you may have only some or none of these additional benefits. Please check your Schedule to see which ones apply. Only one of 5A1 or 5A2 can apply, and only one of 5E1 or 5E2 can apply.

5A1 Injury to you and your Spouse

Please check your Schedule to see if you have this cover.

We will pay the following benefits:

- | | |
|---|---------|
| (a) death | €15,000 |
| (b) total and permanent loss of sight in one or both eyes | €15,000 |
| (c) loss of one or more limbs | €15,000 |
| (d) for each complete day you or they spend as an inpatient in hospital for up to 20 days | €130 |

if you or your Spouse dies or is injured while in, getting into or getting out of any private car.

5A2 Injury to you and your Spouse

Please check your Schedule to see if you have this cover.

We will pay the following benefits:

- | | |
|---|---------|
| (a) death | €30,000 |
| (b) total and permanent loss of sight in one or both eyes | €30,000 |
| (c) loss of one or more limbs | €30,000 |

- | | |
|---|------|
| (d) for each complete day you or they spend as an inpatient in hospital for up to 20 days | €130 |
|---|------|

If you or your Spouse dies or is injured while in, getting into or getting out of any private car.

Exceptions to Section 5 A1 and 5 A2

We will not pay any benefit

- 1 if the injury sustained is not the only cause of death, loss of sight, or loss of a limb; or
- 2 to anyone other than the legal representative of a person who dies; or
- 3 for anyone who dies or is injured while
 - a taking part in racing, rallies, trials, speed-testing or motorcycling; or
 - b affected (temporarily or otherwise) by alcohol, drugs or solvent abuse; or
 - c having a blood or urine alcohol level above the legal limit shown in the Road Traffic Acts and any further regulations; or
 - d living permanently outside the Republic of Ireland; or
 - e taking part in or committing a criminal act; or
- 4 for death or injury
 - a due to suicide or attempted suicide; or
 - b caused, prolonged or made worse by any illness or disability you had before the accident; or
 - c which does not happen within six months of the date of the accident; or

- 5) if an injured person or their legal personal representative does not let us know as soon as possible of an accident that might result in a claim under this section; or
 - 6) if an injured person or their legal representative does not produce, at their own expense, medical certificates, or other evidence we may need; or
 - 7) if we are refused a post-mortem examination of a person who has died; or
 - 8) if an injured person refuses to submit or delays in submitting to a medical examination by a qualified person.
- 3) mobile phones;
 - 4) personal data assistant (PDA) devices;
 - 5) computers;
 - 6) televisions;
 - 7) DVD/Video Recorders or players;
 - 8) the component parts or ancillary equipment or parts of any of the items listed here;
 - 9) any other electronic device that performs any of the functions of the devices listed here;
 - 10) anything lost or stolen while Your Car was unlocked, or while a convertible roof was in the lowered position unless the item was stolen from a locked boot.

We will not pay more than one of the amounts payable under the benefits a, b or c under Section 5 A 1 or 5 A 2 in connection with the same accident.

5B Personal Effects

Please check your Schedule to see if you have this cover.

We will pay up to €500 for loss of or damage to rugs, clothing and personal effects while they are in or on Your Car. If you agree, we will also pay for these items if they belong to another person.

We may repair or replace an item, or pay an amount for the loss or damage. We may choose to pay the owner of the damaged or lost items directly, if this person is not you.

We will not pay for

- 1) money, stamps, tickets, documents, financial instruments such as shares or bonds;
- 2) tools, equipment, goods or samples carried in connection with any trade or business;

5C Replacement locks

Please check your Schedule to see if you have this cover.

We will pay up to €1000 in total to replace the locks or reset electronic locking controls on Your Car if the keys to it are stolen from the house you live in, provided the person(s) who stole them visibly damaged your house or used force to get inside it. You must report the break-in and theft of the keys to the Gardai.

5D Medical expenses and emergency treatment

Please check your Schedule to see if you have this cover.

We will pay:

- 1) you up to €250 for each person in Your Car if they have to pay medical expenses for accidental Bodily Injury suffered in while travelling in Your Car; and
- 2) the cost of emergency treatment for injuries caused by or arising out of

using any motor vehicle which we cover under this policy if liability for that treatment arises under the Road Traffic Acts.

5E1 Courtesy Car

Please check your Schedule to see if you have this cover.

If Your Car is out of use as a result of loss or damage insured under Sections 2 or 4 of this policy, we will provide or pay for a replacement vehicle equivalent to a standard class A hire vehicle while repairs are carried out up to a maximum period of 7 days. We will only provide this benefit if:

- any repairs to Your Car are carried out by a repairer that is a member of our Approved Repairer Network; and
- a replacement vehicle is available from our choice of vehicle hire companies; and
- you can meet any terms or conditions that the firm hiring you a vehicle imposes.

5E2 Courtesy Car

Please check your Schedule to see if you have this cover.

If Your Car is out of use as a result of loss or damage insured under Sections 2 or 4 of this policy, we will provide or pay for a replacement vehicle equivalent to a standard class A hire vehicle while repairs are carried out up to a maximum period of 7 days. If Your Car is written off, or stolen and not recovered we will provide a replacement vehicle for up to 14 days in total. We will only provide these benefits if

- any repairs to Your Car are carried out by a repairer that is a member of our Approved Repairer Network; and

- a replacement vehicle is available from our choice of vehicle hire companies; and
- you can meet any terms or conditions that the firm hiring you a vehicle imposes.

5F New Car Replaced

Please check your Schedule to see if you have this cover.

If you have a valid claim under either section 2 or 4 of this policy and Your Car is stolen and not recovered within 30 days, or in our opinion is not worth repairing, within twelve months of you buying it as new, we will replace Your Car with a new car of the same make and model as long as one is available for sale in the Republic of Ireland. If we settle a claim on this basis we will own the damaged or lost car.

If the same make and model is not available we will not pay any more than the cover provided by Sections 2 or 4 of the policy.

Section 6 No-Claims Discount

If no claim or incident that might result in a claim has arisen since the start of the policy, or since we prepared your last renewal premium the next renewal premium will be reduced by a no-claims discount based on our standard scale applying at the time of that next renewal. We may change this scale from time to time.

Claims under the following sections will not affect your No-Claims Discount: but may still be reported as claims on documents we send you at renewal:

- a) payment under Section 2, Loss by Fire or Theft
- b) payment under Section 3, Windscreen Damage
- c) payment under Sections 5A1 or 5A2, Injury to you or your Spouse
- d) payment under Section 5B, Personal Effects
- e) Payment under Section 5C, Replacement Locks
- f) payment under 5D, Medical Expenses
- g) Benefit provided under Sections 9A or 9B, RSA Motor Choice Breakdown Assistance
- h) Payments made under the Uninsured Driving Protection section, below

Any incident that you report and that is still pending a settlement when we are preparing your next renewal premium will be treated as a claim even if you think you were not at fault. Depending on the cover you have bought, this may mean your no-claims discount will be partially or totally lost. If we eventually settle that claim without cost to

us, we will refund you the additional amount of no-claims discount you would have received.

Uninsured Driving Protection

We will ignore any claim when calculating your next no-claims discount if;

- 1 the claim is for damage to Your Car under Section 4A; and
- 2 the damage to Your Car was caused by a collision between Your Car and another vehicle; and
- 3 the driver of the other vehicle was not insured to drive it; and
- 4 the identity of the uninsured driver is known to you.

6A No-Claims Discount Stepback Please check your Schedule to see if you have this cover.

If one claim, or incident that might result in a claim, arises since the start of the policy or since we prepared your last renewal premium the no-claims discount applying at the start or previous renewal will be reduced as follows at your next renewal:

Years of No Claims Discount allowed at the start or last renewal	Years of No Claims Discount allowed at next renewal
5 or more years	2 years
4 years	1 year
3 or less years	none

If two or more claims, and / or incidents that might result in a claim arise since the start of the policy or since we prepared your last renewal premium, a no-claims discount will not be allowed at your next renewal.

6B No-Claims Discount Protection-one claim

Please check your Schedule to see if you have this cover.

If one claim or incident that might result in a claim arises since the start of the policy or since we prepared your last renewal premium, and that is the only claim that has arisen in the three years before the next renewal of this policy, we will keep your no-claims discount at the same level it was at the start of the policy or the last renewal. The no-claims discount will not be advanced at the next renewal.

We will not apply this benefit and you will lose no-claims discount if you or the driver of Your Car is convicted of a drink or drugs related driving offence as a result of the incident that results, or might result in a claim.

6C No-Claims Discount Protection-two claims

Please check your Schedule to see if you have this cover.

If no more than two claims and /or incidents that might result in a claim arises since the start of the policy or since we prepared your last renewal premium, and they are the only claim(s) that have arisen in the three years before the next renewal of this policy, we will keep your no-claims discount at the same level it was at the start of the policy or the last renewal. The no-claims discount will not be advanced at the next renewal.

We will not apply this benefit and you will lose no-claims discount if you, or the driver of Your Car is convicted of a drink or drugs related driving offence as a result of the incident that results, or might result in a claim.

Section 7 Excess

An Excess is the first amount of any claim for loss or damage you have to pay before we pay.

You must pay an Excess of the amount specified on your Schedule against item 7A for any claim that arises under section 4 of your policy.

When repairs have been completed you may have to pay the Excess directly to the repairer before you can take delivery of Your Car.

If a claim under section 4 is for damage as a result of Your Car being driven into flood water, onto a submerged road or into any other body of water, the Excess payable by you will be twice that shown against item 7A on your Schedule.

Section 8

Trailer Cover

Please check your Schedule to see if you have this cover.

A. Specified (you must contact us first to arrange this cover)

Section 1 of this policy will be extended to the minimum cover necessary to meet the insurance requirements of the Road Traffic Acts in respect of the use of a trailer owned by you or in your possession while it is not coupled to Your Car, provided that we give specific agreement to such cover.

B. Unspecified (this cover applies automatically if item 8 is shown as applying on your Schedule)

Section 1 of this policy is extended to the minimum cover necessary to meet the insurance requirements of the Road Traffic Acts in respect of the use of a trailer owned by you or in your possession while it is not coupled to Your Car, provided that the trailer has a single axle and weighs less than one tonne when unloaded.

The benefits under both A and B above:

1. will not apply while the trailer is being used for any purpose other than social, domestic or pleasure purposes; and
2. do not apply if the trailer is a caravan, mobile home, trailer tent, or boat trailer or if it has machinery or other equipment attached to it; and
3. apply only if you keep to the other terms, exceptions and conditions of Section 1 as far as they can apply, and the terms exceptions and conditions of the whole policy.

Section 9

RSA Motor Choice Breakdown Assistance

Please check your Schedule to see if you have this cover.

RSA Motor Choice Breakdown Assistance is a 24 hour accident, emergency & breakdown recovery service. It is there to assist you in your time of need. The choice of assistance supplied depends on the options available to us and our service provider at the time of the request for assistance. You should be aware that the cover provided will be at our discretion as not all options are available at all times. For example 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 RSA Motor Choice Breakdown Assistance Helpline:

Republic of Ireland	1800 99 22 77
Outside the	
Republic of Ireland	00 353 91 501640

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

If you need assistance because of the theft or attempted theft of Your Car, you must report it to the Gardai or appropriate police authority before we provide assistance.

We and our service providers are responsible only for the cost of providing benefits available through RSA Motor Choice Breakdown Assistance. If you make your own arrangements you will not be paid back.

Definitions relating to Section 9 only – RSA Motor Choice Breakdown Assistance

You / your / the Insured

Any driver who is driving Your Car specified on the current Certificate of Insurance and who is driving with your permission and who lives in the Republic of Ireland.

Passengers

All non-fare paying passengers except hitch-hikers being carried in Your Car at the time assistance is required.

9A RSA Motor Choice Breakdown Assistance in Ireland and the UK

Please check your Schedule to see if you have this cover.

The territorial limit in section 9A is limited to the island of Ireland, England, Scotland and Wales. It does not include the Isle of Man, channel islands or any offshore islands not accessible by road.

Benefits

If Your Car cannot move as a result of a motor accident, electrical or mechanical breakdown, fire, theft, attempted theft, malicious damage, punctures that require assistance to fix or replacement of a wheel, lost or stolen keys, keys broken in the lock or locked in Your Car or you running out of fuel we will arrange and pay for the benefits set out below.

1 Breakdown Assistance

We will arrange

- One hour's free labour at the roadside if Your Car can be repaired where it is; or
- towing of Your Car to the nearest competent repairer or to a garage of your choice, whichever is closer and we will pay the cost of public transportation for you to collect Your Car after the repair.
- Somebody to assist you in the event of a breakdown at your home.

2 Completion of Journey within the island of Ireland

If Your Car cannot be repaired at the roadside, and has broken down away from home, we will arrange and pay for either:

- transportation for you and the Passengers home or onward to their intended destination within the island of Ireland; or
- use of a Class A replacement hire car for up to 48 hours while repairs are carried out; or
- overnight Bed and Breakfast accommodation for you and the Passengers for one night only, while Your Car is being repaired. The most we will pay for accommodation is €40 per person and €200 in total in the Republic of Ireland, or Stg£40 per person and £200 in total in Northern Ireland.

3 Completion of Journey within England, Scotland and Wales

If Your Car cannot be repaired at the roadside, we will arrange and pay for either: a replacement car for up to 48 hours, subject to a monetary limit of Stg£100; or:

if the car cannot be repaired before you are due to return home, up to Stg £250 to tow Your Car to the port of departure from England, Scotland or Wales.

4 Message Relay

We will pass on two urgent messages for you.

5 Theft of Your Car within Ireland

If You are away from home and Your Car has been stolen and not recovered within 24 hours, we will provide a replacement car for up to five days or up to when Your Car is recovered, whichever is sooner. You must have reported the theft to the Gardai.

9B RSA Motor Choice Breakdown Assistance in Europe

Please check your Schedule to see if you have this cover. If your Schedule shows that you have cover under this section, you also have all the benefits described in section 9A above.

For benefits 1 and 4 described in Section 9A, and for benefit 6 shown below, the territorial limit is extended to the European Union excluding

- A. Andorra, Gibraltar, Liechtenstein, Norway, San Marino, Switzerland, Monaco; and
- B. for the avoidance of doubt does not include the Isle of Man, Channel Islands or any offshore island of any country in the European Union not accessible by road.
- C. The cover provided under benefits 2, 3 and 5 in Section 9A applies to the countries specified in those benefits only.

Benefits

All of the benefits shown in Section 9A, subject to the territorial limits shown above; and

6 Completion of Journey in the rest of the European Union

If Your Car cannot be repaired before you are due to return home, we will pay up to €750 to get Your Car to your home address.

Conditions to Sections 9A and 9B

- A. You must call for assistance through the phone numbers provided above and we must authorise assistance before it is provided.
- B. You must report a theft of Your Car to the Gardai or appropriate Police authority, before we provide any assistance or pay any benefit that is required due to the theft or attempted theft of Your Car.
- C. The Policy Number must be quoted when calling for assistance. You may be asked to prove your identity by showing any form of photographic identification such as a driving licence, or showing a debit or credit card in your name, before assistance is provided.
- D. If you cancel this policy or this section of it, no return of premium will be allowed in respect of the assistance portion of the premium.
- E. We are free to choose the car hire firm to provide you with a replacement vehicle. We do not have to seek alternative firms if the firm we choose cannot or will not hire you a car. The firm we choose may not have any cars available, may be out of contact, or may have rules about hiring cars that you do not or cannot comply with. These include, but are not limited to requiring you to have a full clean driver's licence, and requiring you to pay cash or credit card deposits.
- F. If a replacement vehicle is provided it must be returned to the place you picked it up from unless both We and the car hire firm we choose agree otherwise.
- G. You are responsible for arranging insurance for and paying for any fuel used in a replacement car.
- H. When we provide roadside assistance or towing, you must be with Your Car when the repairer arrives. If you are not with Your Car and our repairer cannot assist, any subsequent assistance will be at your own cost.
- I. If a repairer we arrange for has to make a forced entry to Your Car because you are locked out of it we will not be liable to repair the damage. You may be asked to confirm this by signing a declaration.

Exceptions to sections 9A and 9B

- I. **We will not arrange for, pay for or provide any assistance or benefit**
 - A. unless Your Car is a private car or car derived van;
 - B. in the European Union, apart from Ireland and the UK, if Your Car is more than 10 years old;
 - C. if Your Car has been modified for or is taking part in racing, trails or rallying;
 - D. for towing if Your Car has modifications to wheel arches, bumpers or suspension;
 - E. if Your Car is in an inaccessible location, including ground that is unsafe to drive on or would lead to our towing operator becoming stuck or bogged down;
 - F. in circumstances where the person providing assistance to you thinks that you are under the influence of drink or drugs;
 - G. if You are entitled to similar benefits from another insurer or can recover the cost of the assistance we provide

from another source;

- H. if Your Car is carrying more Passengers than or is towing a greater weight than that for which it was designed, as stated in the manufacturer's specifications;
- I. for any accident or breakdown caused by or contributed to by an avoidable or wilful or deliberate act committed by you;
- J. for the cost of any parts, keys, lubricants, fluids or fuel required to put Your Car back on the road.

2. We will not be liable for

- A. any loss you suffer as a result of us giving you assistance;
- B. any claim caused by fuels, oil, hydraulic fluid or any other corrosive or flammable material, explosives or toxins carried in or on Your Car;
- C. the cost of repairing Your Car other than the roadside repairs we carry out;
- D. any failure to provide assistance or benefits where we are prevented from doing so by extraordinary circumstances, labour disputes, government controls, restrictions or prohibitions, or if any government or authority does something or fails to do something that prevents us from providing assistance or benefit; and
- E. any failure to provide assistance or benefit if any supplier, agent or other person fails to provide any assistance for reasons outside our reasonable control.

Section 10

Use in Europe

Liability to Third Parties

The insurance under Section 1 is extended to give the minimum cover needed by law relating to compulsory insurance for vehicles in any Green Card Country.

Fire, Theft, Windscreen and Accidental Damage

The cover you have bought under Sections 2, 3 and 4 will apply while Your Car is in any Green Card Country for a single visit lasting up to 31 days. You may extend the length of this cover by calling us, but depending on the cover you have bought we may ask you to pay an additional premium. The cover you have bought will also apply while Your Car is being transported between any ports in the Green Card Countries. If you claim for a risk we insure, we will also cover any costs you have as a result of being forced to pay customs duty.

GENERAL EXCEPTIONS

(Applying to the whole Policy)

We will not pay for the following except where it is necessary to meet the requirements of the Road Traffic Acts.

- 1 Any accident, injury, loss, damage or liability that happens while any vehicle shown in the Certificate is being driven or used other than as allowed under the terms of the Certificate,
- 2 Any liability an Insured Person has under an agreement which they would not have if the agreement did not exist.
- 3 Any accident, injury, loss or damage arising during or as a result of:
 - (a) an earthquake; or
 - (b) a riot or civil commotion unless you can prove that the loss, damage or injury was not caused by that riot or civil commotion.
- 4 Loss or damage (except under section 1) directly caused by pressure waves as a result of aircraft and other flying objects travelling at or above the speed of sound.
- 5 Any injury, loss or damage to any property or any indirect loss or expense (consequential loss), or any legal liability directly or indirectly caused by, contributed to or arising from:
 - ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from burning nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear assembly or part of it.
- 6 Any consequence of war whether war be declared or not, including invasion, act of a foreign enemy, hostilities or warlike operations, civil war, rebellion revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, civil war, revolution or any similar event.
- 7 Any consequence of an act of terrorism, including any action taken to control or prevent an act of terrorism. If an Insured Person alleges that this policy covers an event that we have decided is not covered because of this exception, it will be up to the Insured Person to prove that the event was not 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 or government committed for political, religious or other purposes, whose intention is to influence any government or to place the public, or any section of the public, in fear.

GENERAL EXCEPTIONS (continued)

- 8 Any consequence of
- i). the failure or inability of any electronic equipment to
 - a) correctly recognise any data; or
 - b) correctly capture, save, retain, manipulate, interpret or process any data, information, data command, or instruction whether or not such had been programmed into such equipment;
 - ii). the interruption of or interference with data in electronic equipment resulting in the loss, destruction or corrupted transmission or corruption of data;
 - iii). the transmission or impact of any Virus, Worm, Logic Bomb, Trojan Horse or the like;
 - iv). unauthorised access to a system or data;

In this exception, data means information represented or stored electronically including but not limited to code, a series of instructions, operating system software programs and firmware.

GENERAL CONDITIONS

(Applying to the whole Policy)

1. Keeping to the policy conditions

You and any other Insured Person must keep to the terms, exceptions and conditions of this policy before we will make any payment under this policy.

- a The answers in any proposal and declaration for this insurance must be true and complete as far as you know. The proposal and 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 facts that may possibly affect our decision to provide insurance that have become apparent, since the start of the policy or since we last prepared your renewal. If you do not tell us 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 the vehicle they are driving or, if they have held a licence to drive that vehicle, must not have been disqualified from holding that licence.

2. Claims

You or any other person we cover under paragraph 4 of the Certificate must:

- a Let us know immediately about any event which may lead to a claim under this policy, with all the details we may need;
- b Tell us immediately if you become aware of any prosecution, inquiry or inquest in connection with the event;

- c not admit, deny, negotiate or settle a claim without our written permission;
- d send us all documents, proof, information and any letter or legal summons or similar document we may reasonably need; and
- e co-operate fully with us in investigating and handling any claim.

3. We may do the following:

- a We may take over and carry out in your name (or that of any person defined as an 'Insured Person' under section 1 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.
- b If we have to meet any legal liabilities under this insurance by the law of a country this policy provides insurance for, 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.
- c 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:
 - get the amount back from you; or
 - get the amount back from the person who was responsible; or
 - get the amount back from both of You.

4. Other insurance

Apart from claims under Section 1, Liability to Third Parties, Section 4B, Driving other Cars and Sections 5A and 5B, Injury to Driver, we will not pay more than our share of any claim if there is more than one policy of insurance covering the loss, damage or liability. We will not pay any share of a claim that an Insured Person has under section 1 if there is another policy of insurance covering that person's liability and we will not pay any share of a claim that you have under section 4B if you are covered to drive that car under any other policy.

5. Mid term changes

If you make a change to your policy (for example you might change the cover you have bought, change Your Car or decide to add or delete other drivers) and the change results in an adjustment to the premium, we will not charge you for premium adjustments less than €25, nor will we refund you any premium amounts of less than €25.

6. Cancellation

A. Cancellation by you

1. Cooling off period - your right to withdraw from the contract in the first 14 days -

Provided you have not made a claim you have the right to cancel your policy, within 14 days of the latest of:

- (1) the starting date of cover; or
- (2) the date on which you receive this document containing the full terms and conditions of your policy.

This means that no policy was ever in place, and you may exercise this right by sending us notice in writing to RSA Motor Choice Car Insurance, PO Box 384, Tuam Road, Galway, quoting your policy number. If you exercise

this right we will refund you the premium you have paid.

2. Cancellation at any other time

You may cancel this policy at any other time by sending seven days notice to RSA Motor Choice Car Insurance, PO Box 384, Tuam Road, Galway, quoting your policy number and returning your Certificate and disc. Provided you have had no claims during the Period of insurance you are cancelling, we will refund a premium for the unused portion of the year, less a fixed expense of €65 (plus Government levy). If you cancel during the first Period of insurance, the refund will be based on our short period table of rates. If you cancel at any other time, the refund will be proportional to the time left on the policy that you have cancelled.

Our short period rates, which may change at any renewal date, are:

Cover in force for not more than	Proportion of the premium we refund after deducting an amount for fixed expenses
fourteen days	100%
one month	75%
two months	70%
three months	60%
four months	50%
five months	45%
six months	34%
seven months	25%
eight months	20%
nine months	10%
more than nine months	nil

B. Cancellation by us

We may cancel this policy by sending 10 days notice, or, in the case of cancellation due to a default of instalment payments 21 days, to you at your last known address. Provided you have had no claims during the Period of insurance we are cancelling, we will refund a premium for the unused portion of the year, less a fixed expense of €65 (plus Government levy). The refund will be based on our short period table of refunds which may not be in proportion to the time remaining on the policy.

C. Cancellation procedures

You must return the current Certificate and disc to us before we give you any refund for cancelling or withdrawing from the policy, whether you cancel it or we do. We may deduct a fixed expense of €65 (plus Government levy), from any return due to you. If the final refund calculated is less than €25 we will not refund anything.

7. 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 and we will have the right not to deal with any ongoing or future claims. We will also have the right to a repayment of all claims costs previously paid under this policy. This will also apply if you exaggerate a claim or if you or anyone acting for you send forged or false documents to us.

8. 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. You must allow us to examine Your Car at any time.

9. Resolving Disputes

Any dispute between you and us about our liability over a claim or the amount to be paid should first be referred to the Financial Services Ombudsman's Bureau (FSOB). If the FSOB make a finding, it will be binding on both you and us and can only be changed by appealing the finding to the High Court. If you appeal the finding, RSA will not pay the cost of doing so. If the FSOB decides that it cannot make a finding over the dispute, they must communicate that to you before you take legal proceedings over the dispute.

10. Disclosure of Penalty Points

If you, or any driver whose driving is covered by this policy, are convicted of any offence under the Road Traffic Acts this is a material fact and the following information must be disclosed at the next renewal date of the policy.

1. The type of offence(s)
2. The number of penalty points imposed for the offence(s)
3. The date(s) of conviction(s)
4. The driver number, printed on the driving licence, of the driver on whom the penalty points have been imposed

11. Treatment of convictions for offences

If you or any other driver of Your Car that you have named has been convicted on any offence you must tell us. We may take the offence(s) into account when calculating your premium and the cover we offer at the next renewal, or if we wish any future renewal.

DATA PROTECTION NOTICE - YOUR INFORMATION

RSA Insurance Ireland Ltd recognise that protecting personal information, including sensitive personal information, is very important and we recognise that you and any driver have an interest in how we collect, use and share such information.

Please read the following carefully as it contains important information relating to the information given to us by or on behalf of the Insured. If information relating to anyone other than you personally, the Insured is responsible for obtaining their consent to the use of their data in the manner outlined below.

What Does RSA do with Your Personal Data

Information you provide will be used by RSA for the purposes of processing your application and administering your insurance policy. RSA may need to collect sensitive data relating to you (such as medical or health records or convictions) in order to process your application and/or any claim made. All information supplied by you will be treated in confidence by RSA and will not be disclosed to any third parties except

- a) to our agents, sub-contractors and re insurers
- b) to third parties involved in the assessment, administration or investigation of a claim,
- c) where your consent has been received or
- d) where permitted by law. In order to provide you with products and services this information will be held in the data

systems of RSA or our agents or subcontractors.

RSA may pass your information to other companies for processing on its behalf. Some of these companies may be based outside the EEA, but in all cases RSA will ensure that its transfers of data are lawful and that your information is kept securely and only used for the purposes for which it was provided. Calls to RSA may be recorded for quality assurance or verification purposes.

Fraud Prevention, Detection & Claims History

In order to prevent and detect fraud and the non-disclosure of relevant information RSA may at any time:

- Share information about you with companies within the RSA Insurance Group, other organisations outside the RSA Group including where applicable private investigators and public bodies including An Garda Síochána
- Check and / or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this. RSA may also search these agencies and databases to
- Help make decisions about the provision and administration of insurance, credit and related services for you
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your insurance policies with RSA
- Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity
- Undertake credit searches and additional fraud searches.

Insurance Link Database

Information about claims (whether by our customers or third-parties) made under policies that we provide is collected by us when a claim is made and is placed on an insurance industry database of claims known as Insurance Link. This information may be shared with other insurance companies, self insurers or statutory authorities. Insurance companies share claims data

- a) to ensure that more than one claim cannot be made for the same personal injury or property damage
- b) to check that claims information matches what was provided when insurance cover was taken out
- c) and, when required, to act as a basis for investigating claims when our recorded information is incorrect or when we suspect that insurance fraud is being attempted.

The purpose of Insurance Link is to help us identify incorrect information and fraudulent claims and, therefore, to protect customers.

Guidelines for sharing your information with other insurance companies, self insuring organisations or statutory authorities are contained in the Data Protection Commissioner's Code of Practice on Data Protection for the Insurance Sector which is available at www.dataprotection.ie

Under the Data Protection Acts 1988 and 2003 you have a right to know what information about you and your previous claims is held on Insurance Link. If you wish to exercise this right then please contact us at the address below.

How to contact us

On payment of a small fee, you are entitled to receive a copy of the information RSA hold about you. If you have any questions, or you would like to find out more about this notice you can write to:

The Data Protection Officer,
RSA Insurance Ireland Ltd,
Dundrum Town Centre,
Sandyford Road,
Dundrum,
Dublin 16

You are entitled to have any inaccurate information that we hold about you rectified or deleted.

Consent

By providing us with your information you consent to all of your information being used, processed, disclosed and retained as set out above.

Notes for the guidance of Policyholders (not forming part of the Policy)

Drivers

Your Policy is on a 'named driver' basis. No person other than those named on the Certificate may drive. If you want to change or add a driver we shall require a form to be completed in respect of the new driver showing that persons name, age and driving history. Depending on the total number of drivers, their driving history and experience, an additional premium may be required.

Remember - no driver may drive Your Car without a valid Certificate.

Changing Your Car;

We will need to know

1. make and exact model
2. year of make
3. estimate of present value
4. engine capacity
5. registration number
6. date of purchase
7. whether the car has been modified
8. the time and date you need cover to be transferred from Your old Car to Your new Car.

Remember - you must not drive Your Car on the road until you have a new Certificate and insurance disc

Change of address

Just give us details of your new address and the date of the change.

Remember for all changes where you receive a new Certificate and/or insurance disc to return the old Certificate and/or insurance disc.

Going abroad

Full policy cover applies only in the Republic of Ireland and the United Kingdom. To ensure that your current level of protection is maintained for travel to any other country you must let us know **before** you make a trip lasting more than 31 days, or more than one trip in the same policy year.

We will need to know the dates of your trip and the countries to be visited. We will tell you if there is an additional premium and issue a Foreign Use Extension which includes:

- Confirmation of the dates and countries to be visited;
- Claims procedure notes - what to do if an accident occurs;
- Accident Statement Form - to help you at the scene of an accident; and
- Claims Settling Agents List - who to contact abroad and where.

Green Cards are not necessary for travel in most European countries. For travel to a country which still requires a Green Card to be issued, this will also be included at no additional expense.

You **must** remember to take your Policy and Certificate with you.

Help us to help you

At the time of the accident don't admit liability. Many people feel apologetic about accidents for which they are not responsible (aggression doesn't signify innocence either). Let us deal with the liability issue! Please make a note of the name, address and insurance information (company & policy number) of the other people involved. Make a note of the registration numbers and positions of any vehicles.

Obtain names of any witnesses and Gardai involved.

Tell us about the accident as soon as possible by calling 00353 | 2901978.

We do not require an accident report form to be completed in every case.

We operate an Approved Repairer Network which may be able to provide you with assistance in relation to the damage to Your Car.

Please forward any communication received to us without delay

What the law requires in the case of an accident

For your guidance paragraphs a) to d) below are extracted from the 'Rules of the Road':

- a) Any driver involved must stop his/her vehicle and keep it at the scene of the accident for a reasonable time. However, to avoid obstruction and danger to other road users, the positions of the vehicles should be marked and the vehicles moved off the actual carriageway as quickly as possible.
- b) Any driver must, if requested, give
 - his/her name and address
 - the name and address of the vehicle owner
 - the vehicle registration number
 - evidence of Insurance to a Garda, or if no Garda is present, to anyone present who was involved in or affected by the accident - in any other case the information must be given, if requested, to an independent witness.
- c) Where a person or persons are injured, the accident must be reported at the nearest convenient Garda Station if no Garda is present at the scene of the accident.
- d) Where damage to property only is involved it is not necessary to report the accident at a Garda Station provided the driver gives necessary particulars as b) above to the person whose property has been damaged.

If you are involved in an accident with a visiting motorist, report the accident to the Motor Insurers Bureau of Ireland, 39 Molesworth Street, Dublin 2. Telephone: (01) 676 9944.



RSA, RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16.

Telephone: 1890 290 100 Facsimile: (01) 290 1001

RSA is a registered business name of RSA Insurance Ireland Limited.

RSA Insurance Ireland Limited is regulated by the Central Bank of Ireland.

It is a private company limited by shares registered in Ireland under number 148094 with registered office at RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16.