



Your car insurance policy document

FBD has over 40 years insurance experience and today we are one of Ireland's largest insurance companies. We have local offices throughout the country as well as telephone and online service and support, so our quality customer service is never far away. We pride ourselves on understanding your needs – so call us, drop in or go online for a quotation today.

Helpful notes and contact details

Important

Please let **us** know immediately, about any **event** which could lead to a **claim** and before making any repairs. **Our** claims service will make the process as easy as possible for **you**.

Windscreen claims

If **your** windscreen is damaged please call **us** on 1890 953 953 for details of **your** approved local repairer. Wider cover applies when **you** use **our** approved suppliers.

Claims

To speak to **us** about a **claim you** can contact **us** on 1890 617 617.

Customer service

You can call **us** Monday to Friday 8am to 7pm on 1890 617 617. **You** can also find information by visiting **our** website www.fbd.ie.

Car breakdown assistance

Your schedule will show if **you** have this cover. If this service is covered **you** should call 1800 323 888 (this call is free) or if calling from Northern Ireland, England, Scotland or Wales 00 353 91 560 622 (international call rates will apply).

What to do if you have an accident

You should not admit responsibility for an **accident**. **You** should take the registration numbers of all vehicles involved and the insurer's name and policy number. This should be on the insurance disc on the vehicle's windscreen. **You** should also take the names and addresses of the other people involved and give them **your** details. **We** recommend **you** keep a record of all injuries and any damage and draw a map of the location of the **accident**. **You** should take the name, address and contact numbers for any witness to the **accident**.

You must also let An Garda Síochána know immediately or at the latest within 24 hours of

- an **event** which injures a person or animal or
- if **your** car is stolen or
- if it is damaged maliciously or as a result of an attempted theft.

You will need to immediately call **us** on 1890 617 617. This is available 24 hours a day.

You must also immediately

- send **us** all correspondence **you** receive regarding the **accident** without answering it.
- advise **us** in writing of any prosecution once **you** become aware of any prosecution.



Your FBD car insurance policy contents

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Introduction to your policy

Your policy

The information provided in **your** completed **proposal form** and declaration or **statement of fact** and declaration will form the basis of **your** insurance contract with **us**.

This **policy** document, **your schedule**, relevant **endorsements** and **your certificate** outline the cover **we** are providing to **you**. **You** should read these documents as one and keep them in a safe place. If they do not meet **your** requirements in any way or **you** have any queries, please contact **us**.

The insurance provided is subject to **you** having paid or agreed to pay **us** the premium and will apply in respect of **events** occurring within the territorial limits during the **period of insurance** or any subsequent period for which **we** may accept payment for renewal of this **policy**.

The cover provided is subject to the terms, exceptions and conditions outlined within the **schedule, policy** document and relevant **endorsements**.

Duty of disclosure

You have a duty to disclose to **us** all material facts. A material fact is any information likely to influence **our** acceptance of **your** insurance, **our** calculation of **your** premium or the terms and conditions **we** apply to **your policy**. If **you** fail to disclose all material facts **we** may treat **your policy** as invalid or not having existed or cancel it.

Consequences of non-disclosure

If **we** treat **your policy** as invalid or not having existed or cancel it **you** may experience problems including

- the non payment of **claims**
- difficulties in buying insurance elsewhere
- failure to carry out a duty under a contract with a lender.

Feedback and Complaints

We would like to hear from **you** if **you** have any feedback or complaints about **our** service. Letting **us** know **your** concerns allows **us** to try to put matters right for **you** and to improve **our** service to all **our** customers.

If **you** would like to give **us** feedback, please contact **us** at 1890 617 617 or email **us** at info@fbd.ie. If **you** are not satisfied with **our** response or how **we** have dealt with **your** complaint, **you** can refer the matter to:

The Insurance Director, FBD Insurance plc, FBD House, Bluebell, Dublin 12.

If **we** have given **you our** final response and **you** are still dissatisfied, **you** may refer **your** case to:

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

Lo Call: 1890 88 20 90

Tel: + 353 1 662 0899

Fax: + 353 1 662 0890

Email: enquiries@financialombudsman.ie

Finance Act 1990

The appropriate stamp duty has been or will be paid to the Revenue Commissioners in line with Section 113 of the Finance Act 1990.

Insurance Act 1936

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

Signed for and on behalf of FBD Insurance plc



George Parsons
Insurance Director

Definitions

Any word or expression defined below has the same meaning wherever it appears.

Accident

An **event** which may give rise to a **claim** under this **policy**.

Certificate

The document **we** issue to **you** that proves **you** have taken out the motor insurance needed by law. It will outline who is insured to drive **your** car, the purposes for which the car is insured to be used and whether **you** are covered to drive another car.

Claim

A **claim** or series of claims arising out of any one cause.

Endorsement

Changes in the terms of **your policy** which are noted on the **schedule**. The wordings of individual **endorsements** are outlined in this **policy** document or on **your schedule**.

Event

An **event** which may give rise to a **claim** under this **policy**.

Excess

The first part of a **claim** which **you** have to pay.

Insured car

The car noted in the **schedule** including its accessories and spare parts while on the car or any car to which cover is transferred with **our** consent during the **period of insurance**. Any references to insured vehicle, vehicle or private motor vehicle in the **schedule** or **certificate** of insurance shall be read as the **insured car**.

Insured driver

Any person noted in the **schedule**, **endorsements** and **certificate** as being insured and entitled to drive under the **policy**.

Insured person

Any person provided with cover under this **policy**.

Loss of a limb

Losing a limb or permanent loss of use of the limb at or above the wrist or ankle.

Insured use

The purposes for which the **insured car** is insured to be used as outlined under the heading Limitations as to use in the **schedule** and on the **certificate**.

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 a motor assessor appointed at **our** expense. Modifications not forming part of the standard vehicle specification are excluded unless they are factory fitted prior to first registration or otherwise as agreed by **us**.

Passenger

Any person being carried in or getting into or out of the **insured car**.

Period of insurance

The period for which **we** have accepted **your** premium and agreed to provide insurance as stated in the **schedule** and referred to as the Period of Cover in the **certificate**.

Policy

The contract of insurance between **you** and **us**. This is based on **your** completed **proposal form** and declaration or **statement of fact** and declaration and includes

- the **schedule**
- **certificate**
- **policy** document and
- any **endorsements** shown on the **schedule** as being in force.

Proposal form

The information provided by **you** and declarations made at the time the insurance was arranged and on which **we** have relied when agreeing to offer this contract of insurance and the terms provided.

Schedule

The document which outlines **your** details, the **insured car**, the cover and **period of insurance** and which forms a part of the **policy**.

Statement of fact

The information provided by **you** and declarations made at the time the insurance was arranged and on which **we** have relied when agreeing to offer this contract of insurance and the terms provided.

We, us, our, the Company

FBD Insurance plc.

You, your, the insured

The person named in the **certificate** as the person to whom the **policy** of insurance has been issued and as named in the **schedule** including their legal personal representatives (for example a person who administers the estate of a deceased person).

Territorial limits

We will provide cover as set out in the **schedule** for **events** which happen during the **period of insurance** in

- a. Ireland, Northern Ireland, Great Britain, the Isle of Man or the Channel Islands
- b. other European Union member states
- c. any other country which the Commission of the European Union is satisfied has made arrangements to meet the minimum insurance requirements set out by the European Union Directives on insurance of civil liabilities arising from the use of motor vehicles and
- d. while the car is in transit by sea (including loading and unloading) between any ports in the territories covered by this **policy**.

No claim discount

We will reduce the renewal premium according to the following scale if no **claim** is made or arises under this **policy** in the **period of insurance**:

Period of insurance	Reduction
One year	20%
Two years	30%
Three years	40%
Four years	45%
Five years	50% (maximum)

You may have the option to include no claim discount protection on **your policy** for an additional charge. When **you** choose this optional extra it will be included by **endorsement** on **your schedule**.

Cover we provide

The cover which applies to **your policy** will be shown on **your schedule**. The standard cover options available are noted below:

Third party insurance cover

This provides cover for **your** legal liabilities should a **claim** be brought against **you** for property damage or injury to others arising from the use of **your** car.

Only Section 1 of the **policy** will apply if **you** have chosen third party insurance cover only.

Third party, fire and theft cover

In addition to third party insurance cover this will provide cover for loss or damage to **your** car arising from fire, theft or damage caused during an attempted theft. There is also the option to avail of windscreen cover and car breakdown assistance for an additional charge.

Sections 1 and 2 will apply if **you** select third party, fire and theft cover. Cover under Section 2 is limited to:

- claims arising from fire, self-ignition, lightning, explosion, theft or attempted theft; and
- replacement locks, fire brigade charges, personal property, new car replacement and transport costs.

Comprehensive cover

This cover is the most extensive cover **we** provide for private car owners. In addition to the protection provided under third party, fire and theft cover, comprehensive cover includes cover for accidental damage to **your** car.

Comprehensive cover also provides **you** with a number of additional features as standard. These are car breakdown assistance, car hire expenses following an **accident**, medical

expenses, personal **accident** cover for **you** and windscreen cover.

Sections 1, 2, 3 and 4 apply when cover is on a comprehensive basis.

Insured use

The use insured under **your policy** is outlined under Limitations as to use on **your certificate** and **schedule**. All policies include use for

1. social, domestic and pleasure purposes
2. use required by the overhaul, upkeep and repair of the **insured car**
3. use while towing a broken down mechanically propelled vehicle.

Some policies are extended to include business use and if this applies to **your policy** it will be noted on **your certificate** and **schedule**. **We** do not provide cover when the **insured car** is being used in other circumstances unless agreed by **us** and shown on **your schedule** and **certificate** as being within the Limitations as to use.

Drivers whose driving is covered

We provide a number of **insured driver** options. **Your certificate** will show the drivers covered to drive under **your policy**. These drivers are covered provided they

1. hold a licence to drive the **insured car** or having held such a licence are not disqualified from holding a licence
2. do not have cover under any other policy
3. are not a person in the motor trade driving the **insured car** for the purpose of overhaul, upkeep or repair for **you**
4. observe the terms, exceptions, conditions, and **endorsements** of the **policy** in so far as they can apply.

General exceptions of the policy

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

1. Contractual liability

Any liability accepted under a contract which would not have existed in the absence of the contract.

2. Drivers and uses

Any loss, damage, cost, expense, liability or injury arising out of any **event**

- a. while the **insured car** is being driven by or is for the purpose of being driven in the charge of any person other than a person permitted to drive under the **policy**
- b. while the **insured car** is being used other than as noted within the Limitations as to use on the **certificate**
- c. while the **insured car** is being used for
 1. racing, pacemaking, speed testing, competitions, rallies or trials
 2. hire or reward
 3. carrying **passengers** for hire or reward.

3. Earthquake, riot or civil commotion

Any loss, damage, cost, expense, liability or injury caused by earthquake, riot or civil commotion.

4. Radioactive contamination

Any loss, damage, cost, expense, liability or injury directly or indirectly caused by, contributed to or arising from

- a. ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- c. any weapon or tool using atomic or nuclear fission and/or fusion or other similar reaction or radioactive force or material
- d. any radioactive, toxic, explosive or other dangerous or contaminating properties of any radioactive material.

5. War

Any loss, damage, cost, expense, liability or injury caused as a consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

6. Terrorism

Any loss, damage, cost, expense, liability or injury directly or indirectly caused by, contributed to or arising from

- a. an act of terrorism, regardless of any other cause or **event** contributing to a loss, including any action taken to control, prevent or suppress or in any way relating to an act of terrorism.

We define an act of terrorism as an act or threat of force or violence by any person or group, whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological, ethnic or similar purpose to influence any government or to place the

public, or any section of the public, in fear.

- b. biological or chemical contamination, missiles, bombs, grenades or explosives due to any act of terrorism.

We define contamination as contamination, poisoning or preventing or limiting the use of objects due to the effects of chemical or biological materials.

If **we** allege that, by reason of this general exception, any loss, damage, cost or expense is not covered by this **policy** the burden of proving the contrary shall be on **you**. In the event that any part of this general exception is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

7. Cyber risks

Any loss, damage, cost, expense, liability or injury described in a) and b) below to any of the items numbered one through to eight:

- a. the loss of or damage to or a change in or
- b. a reduction in the ability to work, availability or operation of
 1. a computer system
 2. hardware
 3. program
 4. software
 5. data
 6. information repository
 7. microchip
 8. integrated circuit or similar device in computer equipment or non-computer equipment

that results from the malicious or negligent transfer, electronic or otherwise, of a computer program that contains a malicious or damaging code.

A damaging code can include but is not limited to

- computer virus
- logic bomb or
- Trojan horse.

8. Injury, damage or loss in the course of employment

Any **claim** by any person for injury to them or damage or loss to their property arising out of and in the course of their employment.

9. Sonic bangs

Any loss, damage, cost, expense, liability or injury which arises directly or indirectly from pressure waves caused by aircraft or other devices travelling at sonic or supersonic speeds.

10. Airside liability

Any loss, damage, cost, expense, liability or injury caused while the **insured car** is in or on any aerodrome, airport, airfield or similar establishment. This includes the area for the take-off and landing of aircraft or the movement of aircraft on the surface, aircraft parking aprons including associated service roads and ground equipment parking areas and those parts of passenger terminals of an international airport which come within the customs examination area.

This does not include roads and car parking facilities to which the public have access.

General conditions of the policy

You or any other person claiming under this **policy** must comply with the following general **policy** conditions to avail of the full protection provided by the **policy**. If **you** or any other person claiming under this **policy** does not comply with them, **we** may cancel the **policy** or refuse to deal with **your claim** or reduce the amount of any **claim** payment.

No condition or **endorsement** of this **policy**, shall affect the right of any person to recover an amount under or by virtue of the Road Traffic Acts.

1. Your duty

A. You must advise **us** of all material facts when applying to **us** for insurance. A material fact is one which may influence **us** when agreeing to provide insurance or the premium **we** charge. **We** will consider the **policy** to be invalid and not having existed if **you** do not truthfully provide accurate information or **you** fail to disclose any material fact when applying for cover. The answers and statements **you** provide in the **proposal form** and declaration or **statement of fact** and declaration must be true.

B. You must notify **us** as soon as possible of any change which may affect this insurance. In particular if

- the main driver changes
- any change is made to the **insured car** or if the **insured car** is replaced
- **you** no longer own the **insured car**
- **you** change the address at which the **insured car** is usually parked overnight
- **you** change occupation

- **you** want to use the **insured car** for any use not included on **your certificate**
- the health of any **insured driver** affects their ability to drive the car
- **you** or any **insured driver** is convicted of any driving or criminal offence.

We will then let **you** know of any change in **your** premium or **your** cover. The list above does not show all the changes **you** must tell **us** of. Please contact **us** if **you** are in any doubt about the importance of a change in circumstance.

C. You have a continuing obligation to observe and fulfil the terms, provisions, conditions and **endorsements** of this **policy** in so far as they relate to anything to be done or complied with by **you**.

These requirements must be strictly carried out by **you** otherwise no person will be entitled to make a **claim** under this **policy**.

2. Looking after your car

You shall take all reasonable steps to safeguard the **insured car** from loss or damage and keep it in efficient condition. **We** will have free access to examine the **insured car** at all times.

To protect against frost damage it is essential that anti-freeze be used as recommended by the manufacturer and where possible the **insured car** should be garaged.

3. Your obligations in the event of a claim or prosecution

- a. You** must not admit responsibility or make an offer or promise of payment or reimbursement without **our** written consent.
- b. You** must write or telephone and let **us** know immediately about any **event** which

may give rise to a **claim** under this **policy** and provide full details. Alternatively if **you** are not involved personally in an **event** **you** must advise **us** within 48 hours of becoming aware of such an **event** providing all details **you** are aware of or have obtained.

- c. **You** must send **us** immediately on receipt and without answering it, every letter, claim, legal proceedings and every correspondence, communication or notice from the Injuries Board formerly known as the Personal Injuries Assessment Board (PIAB). **You** shall also write and tell **us** immediately **you** become aware of any prosecution or inquest in connection with any **event**.
- d. **You** shall give **us** all information and assistance as and whenever **we** may require.

4. Our rights in the event of a claim or recovery

We will be entitled to take over and carry out in **your** name the defence or settlement of any **claim**. For **our** own benefit **we** may take legal action, in **your** name, to recover any amount **we** have paid. **We** will decide how any proceedings or settlements are handled.

5. Other insurance

If at the time any **claim** arises under this **policy**, there is any other insurance covering the same loss, damage or liability, **we** will only pay **our** share of any loss, damage, cost or expense. If at the time of the **claim** the person driving the **insured car** has cover under another policy for the same loss or damage or liability then no cover shall apply under Section 1 – Third party insurance cover of this **policy**.

This condition will not apply to any personal accident or driver accident cover which may be covered by this **policy**.

6. Disputes between you and us

Any dispute relating to a **claim** between **you** and **us** under this **policy** must be referred to arbitration. The appointment of the arbitrator will be by agreement between **you** and **us** but if we cannot agree, the President of the Law Society of Ireland will appoint an arbitrator. If the disputed **claim** is not referred to arbitration within 12 months of **your claim** being turned down, **we** will treat the **claim** as abandoned.

7. Our right to reclaim payments

If **we** make a payment due to **our** obligations under the Road Traffic Acts or any law, on a **claim** which the **policy** does not cover, **we** have the right to get the payment back from **you**.

8. Cancellation of the policy

- a. **We** may cancel this **policy** by sending **you** 10 days' notice by registered letter to **your** last known address. **You** must return **your** current **certificate** and insurance disc. As long as no **claim** has been made or is pending **we** will refund the premium paid for the **period of insurance** remaining.
- b. **You** may cancel this **policy** by sending **us** written instructions and returning the current **certificate** and insurance disc. As long as no **claim** has been made or is pending **we** will refund the premium paid for the **period of insurance** remaining, less an administration charge. Details of **our** administration charges are outlined in **our** Terms of Business.

9. Suspension of the policy

The cover under Section 1 – Third party insurance cover or the whole **policy** can be suspended at **your** written request from the date **you** have returned the current **certificate** and insurance disc.

If the suspension lasts for a period of 28 consecutive days or more **we** will refund the premium for the suspended period. **We** will continue to collect direct debit instalments during a period of suspension.

There is no premium refund if the suspension arises due to a **claim**.

10. Pay the premium and keep your payments up to date

You must pay all amounts due in the **period of insurance** on time and in full. If **you** do not **you** will not be covered.

- a. Annual payments: The amount must be paid in full and the payment cleared by **us**.
- b. Direct debit payments: If the premium is paid by instalments, these will be collected on the cover start date selected by **you** and on the same day of each of the subsequent instalment months.

If **you** do not pay an instalment, even if **you** have paid one or more instalments already, **your policy** will be cancelled in accordance with the cancellation condition.

11. Fraudulent claims

If **you** or any person entitled to cover under this **policy** makes a **claim** knowing it to be false or fraudulent in any way, or if damage is caused by any deliberate act or with **your** consent or involvement or the involvement of anyone acting on **your** behalf, then all cover under the **policy** will be forfeited.

12. Application of limits of indemnity

Where **we** have to make a payment to more than one **insured person** in the event of an **accident**, the maximum amount **we** will pay will be the limit noted under the **policy** or under any applicable **endorsement** regardless of the number of people insured. **Your** liability will be prioritised ahead of any other **insured person**.

Cover

Section 1 – Third party insurance cover

Cover for you

We will pay all amounts **you** or **your** legal personal representatives may legally have to pay for damages and claimants costs and expenses for

1. death or injury to any person
2. damage to property up to an amount of €30,000,000 inclusive of costs

resulting from a **claim** or series of claims arising from any one **event**, as a result of or in connection with the **insured car** described in the **schedule**.

At **your** request, **we** will extend the cover provided by this section to include the legal liability of any passenger being carried in or getting into or out of the **insured car** provided that the **passenger**

- is not covered under another **policy**
- is not driving the **insured car** or in charge of the **insured car** for the purposes of driving
- observes the terms, exceptions, conditions and **endorsements** of the **policy** in so far as they can apply.

Legal expenses

We have the right to instruct, at **our** own expense, a solicitor in respect of any **event** for which cover may be provided under this section for

1. representation at any coroner's inquest into a death
2. defending proceedings brought in any court of summary jurisdiction.

In addition **we** will pay legal costs up to €2,500, incurred with **our** written consent, to defend **you** in proceedings in respect of

1. manslaughter or
2. dangerous driving causing death or serious bodily harm under the Road Traffic Acts

arising from any personal injuries for which cover may be provided under this section.

Cover to drive other cars

This cover extension is not provided on all policies. **Your certificate** shows whether this extension applies to **your policy**.

So long as **you** are not entitled to cover under any other policy, the cover provided by this section, will also cover **you** for an **event** arising while personally driving a car which

1. does not belong to **you**
2. is not in **your** custody or control by reason of **your** employment or business
3. is not hired to **you** under a hire purchase agreement.

This extension applies to private passenger cars only.

It does not apply to

- vans
- car-vans
- jeeps with no seats in the back
- vans adapted to carry **passengers**.

Trailers

The cover provided by this section will extend to include the use of

1. any trailer while attached to the **insured car**

- any detached single axle trailer up to half tonne unladen weight but not including
 - caravans
 - mobile homes
 - trailer tents
 - boat trailers
 - any trailer which incorporates machinery or other equipment.

We will not pay a **claim**, except where it is necessary to meet the requirements of the Road Traffic Acts, for any liability arising

- from the use of a trailer or plant forming part of a trailer as a tool
- out of any **event** which happens while the **insured car** is drawing a greater number of trailers than is allowed by law.

Exceptions to Section 1

We will not pay a **claim**, except where it is necessary to meet the requirements of the Road Traffic Acts, for

- loss or damage to property belonging to, held in trust by, or in **your** custody or control or belonging to, held in trust by or in the custody or control of any **passenger** or **insured driver** of the **insured car** or being carried in the **insured car**
- death or bodily injury to any person driving the **insured car** or in charge of the **insured car** for the purpose of driving.

Section 2 – Loss or damage to the insured car

Cover provided

We will pay for loss or damage to the **insured car**. At **our** option, subject to the cover provided under the heading New car replacement, **we** may repair, reinstate or replace the **insured car** or any part of it or its accessories or spare parts or alternatively pay a cash amount for the loss or damage.

If any part or accessory of the **insured car** is no longer available or cannot be obtained from the makers **we** will pay the cost of the part or accessory as set out in the maker's last published price list plus the current labour charge for its fitting.

Transport costs

If the **insured car** cannot be driven, due to any loss or damage insured under this **policy**, **we** will pay the reasonable cost of protection and removal to the nearest repairer. Following the repairs, **we** will also pay the reasonable cost of delivery of the car to **your** address in Ireland.

How total loss claims will be settled

The maximum **we** will pay in the event of

- a total loss where the **insured car** is damaged beyond repair or is deemed by **us** to be uneconomical to repair or
- the **insured car** being stolen and not recovered

is the **market value** of such a car immediately prior to the loss or damage less any residual salvage value.

We will be entitled to take possession of and dispose of **your** damaged car, at any time during the course of a **claim**.

New car replacement

We will at **your** request replace the **insured car** with a new car of the same make and model, if,

1. within 12 months of registration as new in **your** name and
2. having an odometer reading of less than 48,280 kilometres

the **insured car**

- a. in **our** assessment sustains damage greater than 60% of the manufacturer's list price at the time of damage or
- b. is stolen and not recovered within four weeks from the date of theft.

If, on insuring the car, **you** have provided **us** with an estimated value of the car, this cover will be provided once the list price of the new car does not exceed **your** estimated value as shown on **your schedule**.

This provision is subject to the consent of any other party who has an interest in the **insured car**.

We will be entitled to take possession of and dispose of **your** damaged car in the event either **you** or any other interested party avails of cover under this section.

If it is not possible to provide a new car replacement of the same make and model **we** will only pay the cost of such car as set out in the maker's last published price list less any discounts that may have been applicable at the time of purchase.

Windscreen and window glass

We will pay the cost to replace or repair accidental breakage, cracking or chipping of glass in the windscreen or window(s) of the **insured car**. In the **event** of a windscreen or window claim **you** will need to call **us** on 1890 953 953 for details of **our** approved supplier.

If **you** do not use one of **our** approved suppliers **we** will only pay up to

1. €223 per **claim**, where the windscreen or window glass cannot be repaired and needs to be replaced
2. €30 in total to repair a chipped or cracked windscreen or window glass, regardless of the number of chips or cracks which need to be repaired.

This cover applies automatically under comprehensive policies only. It is available under third party fire and theft policies but must be specifically requested and an additional premium will apply.

Hire purchase, leasing or finance agreements

If to **our** knowledge **your** car is the subject of a hire, lease or finance agreement (including hire purchase) any payment shall be made to the owner described in the agreement whose receipt shall be a full and final settlement of **our** liability.

Car hire expenses

We will pay the cost of **you** hiring a car if these costs arise as a direct result of the **insured car** being damaged and such damage is covered under this section. **We** will pay up to €40 per day but no more than €300 in respect of any one **claim**.

This cover is only available on comprehensive policies.

Replacement locks

We will pay **you** up to a maximum of €750 to replace the locks and alarm on the **insured car** if the keys for the car are stolen by forcible and violent entry to or exit from

1. **your** usual residence or any other private residence at which **you** are spending the night or
2. any hotel room or guesthouse room at which **you** are spending the night.

We will not pay

1. if **your** keys are stolen by deception or fraud or taken by a member of **your** family who normally lives with **you**
2. for any loss if **you** do not report the theft of keys immediately on discovery to An Garda Síochána and in the case of a hotel or guesthouse, to the proprietors.

Personal property

We will pay **you**, or at **your** request the owner of the property, for loss or damage to personal property, while in the **insured car**, by fire, theft or attempted theft or by accidental means provided that

1. the maximum amount **we** will pay is €400
2. payment to any person other than **you** shall be paid direct to that person who shall observe, fulfil and be subject to the terms, exceptions, conditions and **endorsements** of the **policy** in so far as they can apply.
Our obligations under this section will be fulfilled once payment is made.

We will not pay for

1. loss or damage to goods or samples carried in connection with any trade or business
2. loss of cash or fraudulent use of credit cards or cheques.

Fire brigade charges

We will pay the fire brigade attendance charges which arise due to a valid **claim** under this section. The most **we** will pay is €2,000.

Exceptions to Section 2

We will not pay for

1. loss of use, depreciation, wear and tear, mechanical, electrical or electronic breakdowns, failures or breakages
2. damage to tyres by braking, punctures, cuts or bursts
3. damage to the **insured car**, its accessories and spare parts caused by goods carried in the car
4. damage to the **insured car** if at the time of the **accident** causing the loss the **insured driver** has a breath, blood or urine alcohol or drug level above the legal limit in the Road Traffic Act
5. more than €223 per **claim** for repair or replacement of windscreen or window glass in the **insured car** unless one of **our** approved suppliers is used
6. the cost of importing parts or accessories from outside the EU or any extra cost of parts or accessories above the price of similar parts available from the manufacturer's European representatives.

Section 3 – Personal accident

We will pay **you** or **your** legal personal representatives the compensation shown below if **you** are injured by violent, accidental, external and visible means arising

1. directly in connection with the **insured car** or
2. while getting into or out of or travelling in any private car not owned by **you**

which within three calendar months (with the exception of any medical or surgical treatment resulting from the injury) is the sole cause of:

a.	Death	€5,000
b.	Total and permanent loss of sight in one or both eyes	€2,500
c.	Loss of one or more limbs	€2,500
d.	Total and permanent loss of sight in one eye in addition to loss of a limb	€2,500

Exceptions to Section 3

This section will no longer provide any cover and will be automatically cancelled once **you** reach 70 years of age.

We will

1. not pay benefit for any injury arising from suicide or attempted suicide
2. only pay a **claim** under one of the benefits noted at a. to d. above for any one **event** and **our** total liability shall not exceed €5,000 in the **period of insurance**

3. pay this benefit under one **policy** only where **you** hold more than one motor **policy** with us
4. not make a payment under this section for a **claim** arising while **you** are driving unless **you** hold a licence to drive a car or having held such a licence are not disqualified from holding that licence.

Section 4 – Medical expenses

We will pay **you** medical expenses up to €1,000 each, for bodily injury suffered in direct connection with the **insured car** by

1. **you**
2. an **insured driver** or
3. any person in the **insured car**

arising from violent, accidental, external and visible means.

Endorsements

The following **endorsements** will apply where the corresponding **endorsement** number is shown in **your schedule**. All **endorsements** are subject to the terms, exceptions, limitations and conditions contained in the **policy**.

An **endorsement** will relate solely to the car registration number and/or the person's name appearing next to the **endorsement** number in the **schedule**, unless otherwise noted in the **endorsement** wording.

1. Accidental damage excess

We will not pay the first amount, shown next to this **endorsement** number in the **schedule**, for a **claim** for loss or damage to the **insured**

car. No excess will apply for a **claim**

1. due to fire, self-ignition, lightning, explosion, theft or attempted theft
2. solely for replacement of broken windscreen or window glass.

2. Excess

We will not pay the first amount, shown next to this **endorsement** number in the **schedule**, for any **claim** covered by this **policy**.

No **excess** will apply for a **claim** solely for replacement of broken windscreen or window glass.

3. Third party insurance cover

This **policy** will only provide cover for liability to third parties as described in Section 1 and no other cover will apply.

4. Third party, fire and theft

Cover is provided under Sections 1 and 2 only. Cover under Section 2 is limited to

- **claims** arising from fire, self-ignition, lightning, explosion, theft or attempted theft and
- replacement locks, fire brigade charges, personal property, new car replacement and transport costs.

Your no claim discount will not be reduced for a **claim** for fire, self-ignition, lightning, explosion, theft or attempted theft.

5. Suspension of entire policy

All cover under this **policy** is suspended.

6. Suspension of third party insurance cover only

All **policy** cover provided under Section 1 – Third party insurance cover is suspended.

8. Excluding a named person from driving

The cover will not operate while the **insured car**

1. is being driven by or
2. is for the purpose of being driven by or
3. in the charge of

any person named next to this **endorsement** number in the **schedule**.

9. Named person(s) only driving

Cover is provided solely while the **insured car** is being driven by the person or persons named next to this **endorsement** number in the **schedule**.

10. Including drivers under 25 and over 71 years of age

Cover will also be provided to the person named next to this **endorsement** number in the **schedule**.

13. Insured only driving

We will provide cover solely while the **insured car** is being driven by **you** or is in **your** charge for the purpose of being driven by **you**.

14. Interest of owner

We will also provide cover under Section 2 to the owner shown next to this **endorsement** number in the **schedule**.

16. Indemnity to employer

We will extend Section 1 to provide cover to **your** employer, shown next to this **endorsement** number in the **schedule**, if an **accident** occurs while the **insured car** is being used by **you** on **your** employer's business provided

1. the **insured car** does not belong to or is not provided by **your** employer
2. the employer is not entitled to cover under another policy
3. the employer observes, fulfils and complies with the terms, exceptions, conditions and **endorsements** of this **policy** in so far as they apply.

17. Alteration of benefits

We will not provide cover to drive other cars under Section 1, Section 3 – Personal accident and Section 4 – Medical expenses.

19. Open driving for full licence holders between the ages of 25 and 71

The drivers whose driving is covered under this **policy** are

1. **you**
2. any person, between the ages of 25 and 71 who is driving with **your** permission, provided that person holds or has held a full licence to drive the **insured car**
3. any other person noted on **your certificate** and **schedule** as being insured to drive

provided the driver

1. holds a licence to drive the **insured car** or having held such a licence is not disqualified from holding that licence
2. does not have cover under any other **policy**
3. is not a person in the motor trade driving the **insured car** for the purpose of overhaul, upkeep or repair for **you**

4. observes the terms, exceptions, conditions and **endorsements** of the **policy** in so far as they can apply.

22. Specified attached and detached trailer cover

The cover provided by this **policy** will include the trailers described in the **schedule**. For the purposes of this **policy** the trailer and any plant forming part of or permanently attached to the trailer shall together be deemed to form a trailer but cover will not apply to

1. liability arising from the use of the trailer or plant forming part of the trailer as a tool except as is necessary to meet the requirements of the Road Traffic Acts
2. liability arising out of any **event** which happens while the **insured car** is drawing a greater number of trailers than is allowed by law.

26. Liability to third parties arising from a detached trailer

The cover provided under Section 1 will, subject to its terms and limitations, apply to any trailer noted next to this **endorsement** number in the **schedule** while detached from and not being towed by any vehicle.

36. Windscreen and window glass

We will pay the cost of damage to windscreens or windows of the **insured car** subject to the terms, exceptions and cover limits stated in the **schedule**. Any payment under this **endorsement** will not affect **your** no claim discount.

50. Excluding learner permit or provisional licence holders

We will not provide cover under the **policy** while the **insured car** is being driven by a person who is the holder of a learner permit or provisional licence.

51. Including named learner permit or provisional licence holders

We will not provide cover under the **policy** while the **insured car** is being driven by a person who is the holder of a learner permit or provisional licence other than a person named in the **schedule** next to this **endorsement** number.

54. Excluding cover to drive other cars

We will not provide cover to drive other cars and this cover under Section 1 has been deleted.

71. No claim discount protection cover

You can make a **claim** without it affecting **your** no claim discount. If **your** no claim discount is:

- 50% it remains at 50%
- 45% it remains at 45%
- 40% it remains at 40%
- 30% it remains at 30%
- 20% it remains at 20%.

72. Car breakdown assistance

The service provided under car breakdown assistance is a 24 hour emergency assistance service in the event of car breakdown.

You must contact the Freephone car breakdown assistance line to activate this service and we will not cover any costs you incur prior to calling us on 1800 323 888 or from Northern Ireland, England, Scotland or Wales on 00 353 91 560 622. The assistance supplied will be at the choice of the assistance provider based on the options available to them at the time of the request. This is because all options are not always available at the time of a breakdown.

We will provide assistance for breakdown of the **insured car** caused by an **accident**, mechanical breakdown, fire, theft, attempted theft, malicious damage, punctures that need help to fix or to replace a wheel, lost keys, stolen keys, keys broken in the lock or locked in the car, occurring during the **period of insurance**.

Cover applies within the island of Ireland, England, Scotland and Wales and we will provide the following benefits:

Roadside and doorstep assist

We will provide one hour's free labour either at the roadside, **your** home or place of work if the **insured car** can be repaired where it is. **You** or an **insured driver** must be with the **insured car** when the repairer arrives to avail of the benefits under this cover.

Towing

If the **insured 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 **insured car** to the nearest garage capable of repairing the car or **your** own garage, whichever is closer.

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:

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

Theft of your car within Ireland

If **your** car is stolen and not recovered within 24 hours and the theft has been reported to both **us** and An Garda Síochána, **we** will provide a replacement car for

- up to five days or
- until the **insured car** is recovered, whichever is sooner.

Completion of your journey within England, Scotland and Wales

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

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

Message relay

We will pass on two urgent messages for **you**.

Conditions limiting our responsibility

We will not be responsible to provide **you** with the services outlined under this **endorsement** if **we** are unable to do so as a result of

1. The commercial conditions imposed by car hire companies, for example requiring the driver to provide a full licence free of endorsements, a credit card deposit, or the requirement to return a hire car to a pick up point
2. 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
3. Any other event beyond **our** reasonable control.

If **we** have to make a forced entry to the **insured car** because **you** are locked out, **you** must sign a declaration saying that **you** will be responsible for the damage.

This assistance service will not apply where the **insured car** is modified for, or is taking part in, racing, trials or rallying.

Exclusions to car breakdown assistance

We will not pay a **claim**

1. for any liability or consequential loss arising from using the assistance services
2. for expenses which can be recovered elsewhere

3. arising where the **insured car** is carrying more **passengers** or towing a greater weight than that for which it was designed as outlined in the manufacturer's specifications
4. arising as a direct result of the unreasonable driving of the **insured car** on unsuitable ground
5. for any **accident** or breakdown brought about by an avoidable, willful and deliberate act carried out by **you** or the **insured driver**
6. for the cost of repairing the **insured car** other than as outlined in the benefit Roadside and doorstep assist
7. for the cost of any parts, keys, lubricants, fluids or fuel required to allow the **insured car** drive again
8. caused by fuels, mineral essences or other flammable materials, explosives or poisonous substances carried in the **insured car**
9. and **we** may refuse assistance where an **insured driver** is clearly intoxicated.

81. No claim discount protector plus

You can make a **claim** covered by the **policy** without affecting **your** no claim discount for

1. fire or theft
2. windscreen damage
3. a single unlimited **claim**, which would have affected **your** no claim discount so long as the **policy** has been

- a. in force for at least three consecutive full years with **us**
- b. **claims** free for this period (excluding fire, theft and windscreen claims).

You will not lose all of **your** current no claim discount by making a further non fire, theft or windscreen **claim**. Instead it will be stepped back as follows:

- 50% will step back to 30%
- 45% will step back to 30%
- 40% will step back to 30%
- 30% will step back to 20%
- 20% will step back to 0%.

84. Driver accident cover

We will pay one of the following benefits if **you** or any **insured driver** is accidentally injured as a result of an **accident** in the **insured car** which within three months after the date of the **accident** results in:

a.	death	€20,000
b.	total and permanent loss of sight in one or both eyes	€10,000
c.	loss of one or more limbs	€10,000
d.	hospital expenses incurred after an accident , for which there is a claim under the policy	€350 a week
e.	medical and physiotherapy expenses	€1,000

We will not pay for

1. any injury resulting from suicide or attempted suicide

2. anyone who is driving under the influence of alcohol or drugs at the time of the **accident**
3. any hospital benefit in respect of the first three days of hospitalisation
4. any medical or physiotherapy expenses covered under other insurances
5. any **claim** of more than one benefit in respect of the same bodily injury
6. any injuries caused by motor **accidents** which have not been reported to An Garda Síochána or other relevant policing authority.

85. No claim discount protector extra

Where cover is provided under **your policy** for fire, theft or windscreen damage, any **claim** made under these covers will not affect **your** no claim discount.

All other **claims** including liability to third parties and damage to the **insured car** will have an impact on **your** no claim discount.

With No claim discount protector extra the level of no claim discount granted under **your policy** will not be reduced as a result of a single **claim** within a two year **period of insurance** (24 months) under this **policy**.

If **you** have a second **claim** in this period **your** no claim discount will be reduced as follows:

- 50% back to 40%
- 45% back to 40%
- 40% back to 40%.

If **you** have a third **claim** in this period **you** will lose **your** entire no claim discount.

86. Step-back no claim discount protection

Where cover is provided under **your policy** for fire, theft or windscreen damage, any **claim** made under these covers will not affect **your** no claim discount.

All other **claims** including liability to third parties and damage to the **insured car** will have an impact on **your** no claim discount.

With Step-back no claim discount protection the no claim discount granted under **your policy** will not be lost as result of a single **claim** but will be reduced as follows:

- 50% will step back to 30%
- 45% will step back to 30%
- 40% will step back to 30%
- 30% will step back to 20%
- 20% will step back to 0%.

If **you** have more than one **claim** in the same **period of insurance** **you** will lose **your** entire no claim discount.

F|B|D

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Our Policy
is You