



Energy for  
generations

# MOTOR INSURANCE

Policy Booklet



## HELPFUL NUMBERS

ESB Staff Insurance Scheme (01) 702 6758  
(01) 702 6795

Roadside Assistance:  
Republic of Ireland 1800 992 342  
Northern Ireland & United Kingdom 0800 279 9805

Motor Claims Assist: 1890 290 241

Windscreen Breakage:  
Recommended Provider 1850 887891

## MAKING A CLAIM

Our aim is to get your car back on the road as quickly as possible and as we believe that making a claim should be easy our Motor Claims Assist Teams are available 24 hours a day, 365 days a year to assist you with your queries

1. Telephone our Motor Claims Assist on LoCall number 1890 290 241 with the first notification of your claim. They will advise you what to do next and issue all appropriate documentation immediately.
2. Where Comprehensive cover applies our Recommended Repairer Network can be availed of. In the event of the vehicle being unfit to drive they will tow your vehicle. This will safeguard the vehicle from any further damage from vandals or against theft of parts. Repairs can commence immediately. If the Recommended Repairers are not used, obtain an estimate and advise us immediately and we will appoint an assessor if necessary.
3. When repairs have been completed pay any contribution for which you may be responsible (The Excess) and then take delivery of your car.

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RSA is a registered business name of RSA Insurance Ireland Limited. 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. Tel: 1890 290 100. Outside Ireland Tel:+ 353 1 290 1000

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## ESB PRIVATE MOTOR INSURANCE POLICY

### **This Policy should be kept carefully in a safe place.**

Please note that the Schedule and Certificate of Insurance form part of this Policy and should be read in conjunction with this booklet to ensure that they are in accordance with Your requirements.

The Policy sets out the extent of the cover and benefits provided. As with all insurance contracts there are Exceptions and Conditions which apply to the cover. The Policy also sets out Our and Your rights and responsibilities.

The Sections covered under Your Policy are shown on Your Schedule.

### **Duty of Disclosure**

Your attention is drawn particularly to Condition 6 of the Policy. Your cover and the premium calculated are based on the information provided by You. You must tell Us immediately of any change in Your risk which materially affects this insurance. Failure to disclose all material information could invalidate Your insurance or result in the rejection of a claim leaving You without protection.

Notes to help You if You have an accident or wish to change the cover under Your Policy are shown at the back of the booklet.

### **Contract Law**

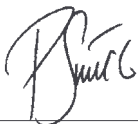
The parties to a contract of insurance covering a risk situated in the Republic of Ireland are permitted to choose the law applicable to the contract. We propose that the contract will be governed by Irish Law.

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.

Premiums are subject to Government Levy and or contribution where applicable. Stamp Duty has been or will be paid in accordance with section 5 of the Stamp Duties Consolidation Act 1999 (as amended).

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.



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Philip Smith  
Chief Executive Officer  
RSA Insurance Ireland Limited

## RSA CUSTOMER SERVICE

### Important Notice

We are pleased to provide You with the following information of which You should be aware before concluding a contract of insurance with Us.

#### Customer Service and Complaints Procedure

We aim to provide the highest quality of customer service at all times. We are eager therefore to learn about any aspect of Our service or products not meeting customer expectations.

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 JLT Insurance Brokers Ireland Limited c/o ESB Staff Insurance Scheme or Our Customer Service team at RSA.

Our Complaints Procedures ensure that We will respond to complaints within the time lines set out in the Consumer Protection Code. We will acknowledge each complaint in writing within 5 business days and will provide a point of contact for the handling of the complaint.

We will endeavour to resolve complaints quickly but if this is not possible We will provide written updates at intervals of not greater than 20 business days.

If the complaint is not resolved within 40 business days We will inform You of the anticipated time frame for resolution and Your right to refer the matter to the Financial Services Ombudsman's Bureau.

If Your complaint is not resolved to Your satisfaction You may contact Our

- **Customer Complaints Manager,**  
RSA Insurance Ireland Ltd,  
RSA House, Dundrum Town Centre, Sandyford Road, Dublin 16.  
Tel: 1890 290 100  
Outside Ireland Tel: + 353 1 290 1000

In the event of the issue not being resolved You may contact:

- **The Insurance Information Service of the Irish Insurance Federation,**  
39 Molesworth St, Dublin 2  
Tel:(01) 6761914  
[www.iif.ie](http://www.iif.ie)

The Service can advise You on how to continue further, and may be able to help resolve the problem.

Contacting the Irish Insurance Federation will not affect Your right to refer Your complaint to the Financial Services Ombudsman's Bureau.

You may be eligible to bring Your complaint to the Financial Services Ombudsman's Bureau. The details are below:

- **Financial Services Ombudsman's Bureau,**  
3rd Floor, Lincoln House, Lincoln Place, Dublin 2  
Tel:1890 882090 or (01) 6620899

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.

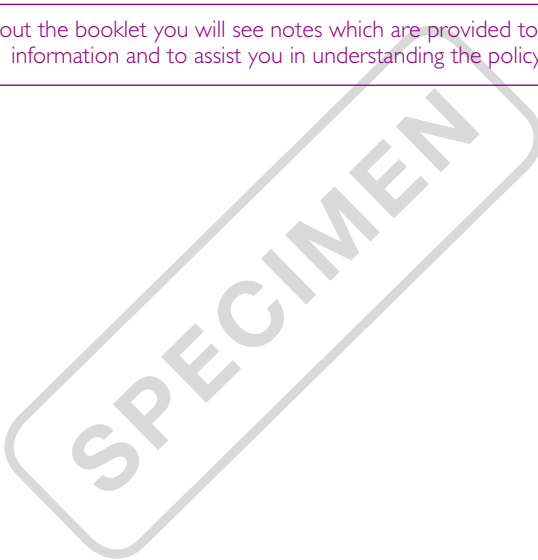
## UNDERSTANDING YOUR POLICY

This Policy, the Schedule and the Certificate of Insurance are confirmation of the details of Your insurance contract with Us and must be read together. Definitions of terms commonly used in this Policy have been included to assist You.

Any other word or expression to which a particular meaning is given will have the same meaning wherever it appears.

The Sections in Your Policy tell You what is covered. There are also Exceptions which will tell You of any restrictions to cover and Conditions which will tell You about Your or Our responsibilities or duties under the contract

- Throughout the booklet you will see notes which are provided to give you additional information and to assist you in understanding the policy cover



## DEFINITIONS

<b>Bodily Injury</b>	Injury resulting directly from an accident caused by violent and visible means.
<b>Certificate of Insurance</b>	This document is evidence of Your motor insurance contract with Us. It describes the vehicle covered under Your policy, drivers who may drive Your vehicle and the purposes for which the vehicle may be used. It also shows the Period of Cover.
<b>Excess</b>	This is the first amount of any claim which You have to pay. This amount is shown on the Schedule.
<b>Indemnity/Indemnify</b>	The purpose of this Policy is to protect You from the financial impact of an incident involving Your vehicle. This may be damage to Your own vehicle, or You may be legally liable for damage to another persons property or in some circumstances injury to another person. This Policy will deal with these financial impacts to return You to the same financial position as You were prior to the incident. In certain circumstances, there may be a monetary limit to the cover provided – these are pointed out throughout the Policy
<b>Insured Vehicle</b>	Your vehicle the registration number of which is shown on the Certificate of Insurance.
<b>Material Fact</b>	Any information or detail relating to Your insurance which would affect the premium or the cover under this Policy
<b>Period of Insurance</b>	The period for which We have accepted Your premium and issued a Certificate of Insurance
<b>Persons Whose Liability is Covered</b>	<ul style="list-style-type: none"> <li>a) You, The Insured</li> <li>b) Any person specified as a person whose liability is covered in the effective Certificate of Insurance</li> <li>c) Any passenger in, getting into or getting out of the Insured Vehicle</li> <li>d) The personal representatives of any of the above</li> <li>e) The employer or partner of any person whose business use is covered by the terms of the Certificate of Insurance but only in respect of the negligence of that person</li> </ul> <p>Solely in respect of liability incurred under the Policy</p>
<b>Personal Effects</b>	Property normally worn, carried or used about the person in everyday use
<b>Proposal</b>	Any information and other accompanying details or information provided by You or on Your behalf which may affect Terms, Conditions or Premiums payable in respect of this Policy

(THE CONDITIONS AND GENERAL EXCEPTIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 24 - 26)

## DEFINITIONS

<b>Schedule</b>	This document shows the Sections of the Policy which apply and so describes the cover provided.
<b>Territorial Limits</b>	Unless otherwise stated the cover provided by this Policy is in respect of incidents occurring in the Republic of Ireland Great Britain Northern Ireland the Isle of Man or the Channel Islands (or in the course of transit by sea or tunnel between any ports therein)
<b>We/Us/Our/ The Insurer</b>	RSA Insurance Ireland Limited
<b>You/Your</b>	The person named as the Insured on the Certificate of Insurance





## SECTION I: LIABILITY TO THIRD PARTIES

### 1. Indemnity

We will Indemnify any Person whose Liability is Covered against legal liability for damages which such person or his or her personal representative shall become legally liable to pay any person (other than an Excepted Person) in respect of:

- a) Death or Bodily Injury to any person (other than an Excepted Person)
- b) Damage to property up to a limit of €30 million and all legal costs up to a limit of €7.5 million in respect of any one incident for which cover is provided by this Policy caused by, through or in connection with the use of the Insured Vehicle  
Provided that the person claiming Indemnity (other than You, the Insured)
  - i) is not entitled to Indemnity under any other policy
  - ii) has, as though they were the Insured, observed all of the Terms Exceptions and Conditions of the Policy

### 2. Accidents caused by Passengers

We will provide Indemnity as described above, to any passenger in, getting into or getting out of the Insured Vehicle

### 3. Driving Other Cars

If item 5(b) is shown on Your Certificate of Insurance We will cover You under this Section while You are personally driving a vehicle described in item 5(b)

- If You are driving another persons car under the Driving Other Cars extension in the United Kingdom, and the car bears a United Kingdom registration number, the owner must have a valid policy of insurance covering that car in that jurisdiction.

### 4. Special Provision in respect of United Kingdom use

We will pay for emergency treatment as required by the Road Traffic Acts in respect of any incident arising while the Insured Vehicle is being used in the United Kingdom

- A Claim solely under this Sub Section 4 of Section I does not affect Your No Claims Discount

### 5. Detached Trailers

We will provide Indemnity, as required by the Road Traffic Act, in respect of the legal liability of any person covered by this Policy in respect of any detached single axle trailer of no more than a half tonne unladen weight

We do not cover legal liability in respect of detached caravans, mobile homes, trailer tents, boat trailers or any trailer which incorporates machinery or other equipment

## 6 Legal Costs

If an incident occurs which gives rise to a claim under this Section We will pay

- a) the solicitors fee for representation at any Coroners inquest in respect of any death
- b) the solicitors fee for defending any proceedings in a Court of Summary Jurisdiction
- c) the cost of legal services for defence in the event of proceedings being taken for manslaughter or dangerous driving causing death or serious bodily harm
- d) claimants costs and expenses
- e) all other costs and expenses incurred with Our written consent up to €7.5 million as shown in Sub Section I above

## 7 EU Extension

We will provide Indemnity while the Insured Vehicle is in any country within the European Union and any other country which is included by EU Directive (72/166/CEE Article 7)

The cover provided by this Sub Section complies with the compulsory insurance requirements of such countries or as required by the relevant Road Traffic Acts

## Excepted Persons

We will not provide Indemnity to any Person claiming under this Section in respect of

- a) damage to any vehicle covered by this Policy or any property in or on the vehicle
- b) damage to property owned by or in the possession or custody or control of a Person Whose Liability is Covered
- c) any person claiming in respect of injury sustained while that person is a driver of or is in charge of the Insured Vehicle for the purposes of driving

In this Section any reference to a vehicle includes any trailer attachment or other vehicle connected to the Insured Vehicle

## SECTION 2: LOSS OR DAMAGE TO YOUR VEHICLE BY FIRE OR THEFT

Under this Section We will Indemnify You against any loss of or damage to the Insured Vehicle (and its permanently fitted accessories or spare parts or removable car accessories that are removed from their permanent housing and concealed from sight for security purposes at the time of the incident) caused by fire, lightning, explosion, theft or attempted theft

- A Claim under this Section does not affect Your No Claims Discount
  - No Excess applies to any claim under this Section

## SECTION 3: WINDSCREEN COVER

Under this Section We will pay the cost of replacement or repair of any glass breakage in the windscreen or windows of the Insured Vehicle (including any scratching of the bodywork caused by the breaking glass)

If any amount is shown against this Section on Your Schedule any payment under this Section will be limited to that amount

- A Claim under this Section does not affect Your No Claims Discount
  - No Excess applies to any claim under this Section
  - In the event of a Windscreen Breakage you may choose to use our recommended provider:

**Tel : 1850 887891**

## SECTION 4: ACCIDENTAL DAMAGE

Under this Section We will Indemnify You against loss or damage to the Insured Vehicle (and any permanent accessories or spare parts) by accidental causes

We will also pay for loss or damage in respect of satellite navigation equipment or games consoles and equipment permanently fitted to the Insured Vehicle or temporarily removed from their permanent housing and concealed from sight for security purposes  
The maximum amount payable is €1000 If any payment is made under this Section in respect of such equipment no payment shall be made under Section 5 Additional Benefits Sub Section 2 Rugs Clothing and Personal Effects

### Comprehensive Driving Other Cars

If item 5(b) is shown on Your current Certificate of Insurance **and** Section 4 is shown on the current Schedule We will cover You under the terms of Sections 2 3 and 4 while You are personally driving a vehicle as described in item 5(b) provided that

- a) the vehicle does not exceed 3,000cc engine capacity
- b) the vehicle has not been modified
- c) the loss or damage occurs within the Territorial Limits of the Policy
- d) there is no other insurance policy in force which covers You to drive that vehicle.

Where such cover exists no payment will be made under this **Comprehensive Driving Other Cars** extension irrespective of the cover provided by that other policy

In respect of any loss or damage occurring outside the Republic of Ireland the vehicle must be registered in the Republic of Ireland

The maximum amount which We will pay in respect of any claim under this **Comprehensive Driving Other Cars** extension is €50,000

- A Claim under this Section may affect Your No Claims Discount, please see Section 6 – No Claims Discount
- An Excess will apply to any claim under this Section, please refer to Section 7a - Excess
  - If You are driving another persons car under the Driving Other Cars extension in the United Kingdom, and the car bears a United Kingdom registration number, the owner must have a valid policy of insurance covering that car in that jurisdiction.

## Clauses applying to Sections 2 3 and 4:

- a) If the Insured Vehicle is lost or in Our opinion is damaged beyond economical repair
- i) within twelve months of its first registration as new by You We may in lieu of making a monetary payment and with Your permission and that of any other interested party known to Us replace the Insured Vehicle with a new vehicle of the same model and manufacture subject to availability  
 Provided such damage arises from a single incident  
 Where this occurs We shall be entitled to possession and ownership of the Insured Vehicle  
 For the purposes of this Clause beyond economical repair means that the cost of repair or reinstatement or replacement of the Insured Vehicle is in excess of 50% of the list price of the Insured Vehicle in the Republic of Ireland current at the time of the loss
  - ii) if We know that the Insured Vehicle is the subject of a hire purchase agreement or a contract hire agreement any payment will be made in priority to the owner of the Insured Vehicle up to the extent of their legal entitlement
- b) If the Insured Vehicle is disabled by any loss or damage covered under this Policy We will pay for the reasonable cost of protection of the vehicle and its removal to the nearest competent repairer  
 After repairs have been completed We will also pay for the redelivery of the Insured Vehicle to Your address as stated on the Certificate of Insurance
- c) We may ask You to place the Insured Vehicle in a safe place agreed by Us pending its repair or disposal
- d) Our maximum payment for any loss or damage under Section 2 or 4 will be the market value of Your Vehicle immediately preceding the incident but will not exceed any value declared to us prior to the loss subject to a) i) above
- e) We will not pay for damage to the Insured Vehicle caused by goods carried therein

## Exceptions to Sections 2 3 and 4

### We will not pay for

- a) loss of use depreciation wear and tear mechanical electrical electronic or computer failures or breakdowns or breakages
- b) damage to tyres caused by the application of brakes or by road punctures cuts or bursts
- c) loss destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- d) loss or damage to radio telephones, their component parts or ancillary equipment unless permanently fitted or removed from its permanent housing and concealed for security purposes at the time of the incident
- e) any loss or damage in respect of Satellite Navigation equipment or games consoles and equipment unless permanently fitted to the Insured Vehicle or removed from their permanent housing and concealed for security purposes at the time of the incident
- f) replacement of locks of the Insured Vehicle following loss of, damage to, or theft of keys or locking devices which occurs without the theft of the Insured Vehicle other than as covered by Section 5 – Subsection 7

## SECTION 5: ADDITIONAL BENEFITS

### I Personal Accident to You and Your Domestic Partner

If You or Your domestic partner sustains an injury the benefits shown below will be paid provided that the injury is sustained

- a. in direct connection with the Insured Vehicle or
- b. while getting into or getting out of any other private car which does not belong to You (or is hired under a hire purchase agreement)

by violent accidental external and visible means and independent of any other cause and provided the loss occurs within 12 calendar months of the incident

In the event of a payment in respect of Death, the payment will be made to the personal representatives

i) Death	€30,000
ii) Total and irrecoverable loss of sight of one or both eyes	€30,000
iii) Total loss by physical severance at or above the ankle or permanent loss of use of the complete foot or Permanent physical severance of the four fingers above the meta carpo phalangeal joint (where the fingers join the palm of the hand) or permanent and total loss of use of a complete hand or arm	€30,000

Payment will be made only under one item shown above in respect of any one event

Our total liability will not exceed €30,000 during any one Period of Insurance in respect of each person

### Exceptions

We will not pay under this Paragraph in respect of any bodily injury

- a. arising out of suicide or attempted suicide
- b. if the person claiming indemnity is travelling in a vehicle the driver of which has consumed alcohol and/or drugs to a level in excess of that permitted by the Road Traffic Acts or has been convicted (in connection with the incident in which the injury is sustained) under any of Section 49 of the Road Traffic Acts 1961 or as amended by subsequent Acts

## SECTION 5: ADDITIONAL BENEFITS

### 2 Rugs Clothing and Personal Effects

We will pay You or at Your request the owner of the property for any loss or damage to rugs, clothing or Personal Effects while in or on the Insured Vehicle

- a) provided the damage or loss is due to fire theft attempted theft or accidental means
- b) the maximum amount payable in respect of any one occurrence will be €1,000
- c) payment to any person other than You will be made direct to that person

- A Claim under this Sub Section does not affect Your No Claims Discount

#### Exceptions

We will not pay for any loss of or damage to

- a) money stamps tickets documents or securities
- b) goods or samples carried in connection with any trade or business
- c) radio telephones satellite navigation systems televisions or DVD/Video recorders their component parts or ancillary equipment or parts unless permanently attached to the Insured Vehicle or removed from their permanent housing and concealed for security purposes If any payment is made under this Sub Section in respect of loss or damage to such equipment no payment will be made under Section 4 Accidental Damage

### 3 Temporary Replacement Car

If the Insured Vehicle is out of use as a result of loss or damage insured under this Policy We will pay You in respect of any outlay for hiring charges of a similar vehicle from any recognised self drive hire operator

#### The maximum amount payable is

- a) 7 days hiring charges where the loss or damage is covered under Section 4 Accidental Damage
- b) 14 days hiring charges where the loss or damage is covered under Section 2 Loss or Damage by Fire or Theft

Cover under this Sub Section does not apply if the only damage to the Insured Vehicle is windscreen or glass breakage or consequent scratching of bodywork

The cover provided by this Policy (other than Sub Section 1 of Section 5 – Injury to You and Your Domestic Partner) does not apply in respect of the hired car

- In the event of a payment being made in respect of Paragraph b) of this Sub Section Your No Claim Discount will not be affected
- If You need to hire a car the cover under Your Policy does not automatically transfer to the hired car. Before driving the hired car You must transfer Your insurance.

(THE CONDITIONS AND GENERAL EXCEPTIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 24 - 26)



## SECTION 5: ADDITIONAL BENEFITS

### 4 Car Sharing

If You receive payment as part of a car sharing arrangement in respect of the carriage of passengers in the Insured Vehicle it will not be considered Hire and Reward provided that

- the arrangement is in respect of social or other similar purpose
- the Insured Vehicle is not constructed or adapted to carry more than eight passengers excluding the driver
- the passengers are not being carried as part of a business

Furthermore, if You receive a contribution for carrying passengers for or in connection with the business of ESB and/or its subsidiary companies it will not be considered as use of the Insured Vehicle for Hire and Reward

### 5 Pre Accident Value Top Up

If Your Insured Vehicle is lost or in Our opinion damaged beyond economical repair We will pay an amount in addition to the pre accident value as follows:

#### Age of vehicle

over 12 months but no greater than 36 months

over 36 months but no greater than 72 months

Over 72 months

#### Pre Accident Value Top Up

€1,500 or up to 20% of the pre accident value whichever is the lower

€1,000 or up to 20% of the pre accident value whichever is the lower

No additional payment

- The pre accident value is the market value of the Insured Vehicle immediately preceding the incident but will not exceed any value declared to us prior to the loss

### 6 Child Car Seats

If a child car seat or booster seat is damaged by fire, theft, attempted theft or accidental means while the seat is in or on the Insured Vehicle We will pay to replace the seat provided that:

- the seat is designed for use in a private car and has been used in accordance with the manufacturers specifications
- in the event of loss or damage by theft or attempted theft force has been used to gain entry to the Insured Vehicle

- If the loss or damage under this Sub Section is caused by fire theft or attempted theft and by no other cause the No Claims Discount will not be reduced

## SECTION 5: ADDITIONAL BENEFITS

### 7 Lost Keys

We will indemnify You against the cost of replacement keys, reprogramming locking devices, door and boot locks, ignition steering lock of the Insured Vehicle following the loss, theft or damage of keys or locking devices

- If the loss or damage occurs under this Sub Section the No Claims Discount will not be reduced. No excess applies under this Sub section.

### 8 Wrong Fuel

If the engine of the Insured Vehicle is damaged as a direct result of the use of incorrect fuels We will pay the cost of decontamination of the engine

No payment will be made in respect of replacement parts



## SECTION 6 - NO CLAIMS DISCOUNT

### Section 6a

Provided that there has not been a transfer of interest in this Policy and no claim has arisen during the Period of Insurance the renewal premium will be reduced by a No Claim Discount based on Our 5 year scale

### Section 6b NCD Protection – 2 claims in 3 Years

If no more than two claims are made in a three year period prior to the renewal date of the Policy the Step Back No Claims Discount Clause will not be applied at renewal of the Policy

Where the number of claims is exceeded Your No Claims Discount will be stepped back in accordance with the Step Back Clause shown below

### Section 6c NCD Protection – 3 Claims in 3 Years

If no more than three claims are made in a three year period prior to the renewal date of the Policy the Step Back No Claims Discount Clause will not be applied at renewal of the Policy

Where the number of claims is exceeded Your No Claims Discount will be stepped back in accordance with the Step Back Clause shown below.

### Section 6d NCD Protection - Max 4 Life

Any claim arising during the Period of Insurance will not result in a reduction in the No Claim Discount

If a claim or conviction arises during the Period of Insurance

- a) while the driver of the vehicle has consumed alcohol and/or taken drugs to a level in excess of that permitted by the Road Traffic Acts 1961 or as amended by subsequent Acts
- or
- b) where the driver or user of the vehicle is convicted under any of Section 49 of the Road Traffic Acts or as amended by subsequent Acts

this Sub Section 6d will not be offered at renewal of Your Policy and will be replaced by Sub Section 6b NCD Protection - 2 Claims in 3 Years

- If You have **Max 4 Life NCD Protection** We will not reduce Your No Claims Discount irrespective of the number of claims or the amount paid in respect of any claim
- If You are in breach of either of the two conditions stated above **Max 4 Life** will not be offered to You at the next renewal of Your Policy and will be replaced by **NCD Protection - 2 Claims in 3 Years**

(THE CONDITIONS AND GENERAL EXCEPTIONS WHICH APPLY TO YOUR WHOLE POLICY ARE SHOWN ON PAGES 24 - 26)

**Step Back Clause**

If the number of claims is exceeded the No Claims Discount allowed will be reduced by the equivalent of 2 years on Our No Claims Discount Scale in respect of each additional claim

**NCD**

5 years reduces to 3 years  
 4 years reduces to 2 years  
 3 years reduces to 1 year  
 1 or 2 years reduces to Nil

Any payment under the following Sections will not affect the No Claims Discount under Section 6a, 6b or 6c

- a) Sub Section 4 of Section 1 – Special Provision in respect of use in the United Kingdom
- b) Section 2 – Loss or Damage by Fire or Theft
- c) Section 3 – Windscreen
- d) Sub Section 2 of Section 5 – Rugs Clothing and Personal Effects
- e) Sub Section 3 b) of Section 5 – Temporary Replacement Car in the event of loss or damage due to Fire or Theft
- f) Sub Section 6 of Section 5 Child Car Seats
- g) Sub Section 7 of Section 5 – Lost Keys
- h) Sub Section B of Section 7 – Medical Expenses

**Deferment Clause**

If any claim in the current Period of Insurance has not been taken into account in the calculation of the No Claims Discount at renewal We reserve the right to treat any such claim as having occurred in the next Period of Insurance

## SECTION 7: ENDORSEMENTS

### A Excess Clause

We will not be liable for the first amount shown against 7A on the Schedule for any claim arising under Section 4 – Accidental Damage

The amount of any Excess will be reduced by €150 provided that the loss or damage to the Insured Vehicle is repaired by a repairer recommended by Us

### B Medical Expenses

If any occupant of the Insured Vehicle shall in direct connection with the vehicle sustain any Bodily Injury caused by violent accidental external and visible means We will Indemnify You in respect of medical expenses

The maximum amount We will pay is €130 per day per occupant up to 20 days maximum treatment as a hospital inpatient

- A Claim under this Sub Section does not affect Your No Claims Discount
- No Excess applies to any claim under this Sub Section

### C Foreign Use

If the Insured Vehicle, or any vehicle described in 5(b) of the current Certificate of Insurance provided such vehicle is registered in the Republic of Ireland, is used outside the Territorial Limits We agree to automatically extend Your Policy to provide full Policy cover within the countries of the European Union and any other country which is included by EU Directive (72/166/CEE Article 7) (including all recognised sea passages between ports) for a period of up to 60 days in any Period of Insurance

In the event that the period of travel will exceed this limit You must advise Us prior to travelling and We may agree to extend Your Policy

### Customs Duty

We will Indemnify You in respect of any enforced payment of customs duty imposed in respect of the Insured Vehicle following its temporary importation into any country within the Territorial Limits or specified in any Foreign Use Extension or Green Card issued by Us

Payment will only be made under this Paragraph if the temporary importation results from a loss covered under this Policy

**Bail Bond**

If Spain is included in a Green Card or Foreign Use Extension issued by Us at Your request We also issue a Bail Bond under which will be provided a guarantee or deposit if

a) the Insured Vehicle is impounded and/or

b) the authorised driver is detained

by the authorities as a direct result of an accident in that country and which may give rise to a claim under this Policy

Immediately the guarantee is released or the deposit becomes recoverable You must comply with all necessary formalities required by the authorities and provide Us with all information and assistance to obtain the cancellation of the guarantee or return of the deposit in full

You will repay Us if the guarantee or deposit is retained either in part or in full by the authorities or is taken for the payment of fines or costs or as the result of any penal proceedings against You or the person driving

## SECTION 8: ADDITIONAL ENDORSEMENTS

The attached Endorsement(s) apply in addition to those shown on the Schedule

Endorsements are subject to the Terms Exceptions and Conditions of the Policy

## SECTION 9: ROADSIDE ASSISTANCE

Where Section 9 is specified in the Schedule We will Indemnify You in respect of assistance service provided by a supplier who has been approved by and contracted with Us for services as set out below:

The cover provided under this Section is in respect of occurrences in the Republic of Ireland, Northern Ireland, England, Scotland and Wales, Isle of Man and the Channel Islands

In the event of the Insured Vehicle being immobilised as a result of an accident or mechanical breakdown, fire or theft or any attempt thereat, malicious damage, punctures that require assistance to fix or replace a wheel, lost keys, stolen keys, keys broken in the lock the supplier will provide on Our behalf:

### A Breakdown Assistance and Repair

- a) One hour's free labour at the roadside if the vehicle can be repaired in situ and not at the repairers premises
- b) Towing the vehicle to the nearest competent repairer or to a garage of Your choice, whichever is closer
- c) Somebody to assist You in the event of a breakdown at Your home
- d) In the event of the vehicle being repaired, the assistance company will provide the cost of public transportation for You to collect Your vehicle

### B Completion of Journey within Ireland

If repairs cannot be repaired in situ, and the Insured Vehicle has broken down away from home, the service provider can arrange and pay for:

- a) Onward transportation for You and the occupants home or to their intended destination within the Territorial Limits  
or
- b) Use of a Class A replacement car for up to 48 hours while repairs are carried out  
or
- c) Overnight accommodation for one night only, limited to Bed and Breakfast, while repairs to the Insured Vehicle are in progress, subject to maximum value of €50 per person and €200 in total

### C Message Relay

The provider will pass on two urgent messages for You

### D Theft of Car within Ireland

In the event of the theft of the Insured Vehicle, which has been reported to the Police and the Insurance Company, and not recovered within 24 hours, the assistance company will provide a replacement car for up to five days or to when the Insured Vehicle is recovered, whichever is sooner

## **E Completion of Journey within England, Scotland and Wales, Isle of Man and the Channel Islands**

- a) If repairs cannot be carried out at the roadside, the provider will provide a replacement car for up to 48 hours, subject to a monetary limit of Stg£100  
or
- b) If the car cannot be repaired before departure, the provider will cover the cost of towing the car to the port You are leaving from subject to a monetary limit of Stg£250  
or
- c) Overnight accommodation for one night only, limited to Bed and Breakfast, while repairs to the Insured Vehicle are in progress, subject to maximum value of Stg£40 per person and Stg£160 in total

## **Clauses applicable to Section 9**

- a) No benefit shall be payable unless the service provider has been notified and has authorised assistance via the emergency telephone number provided
- b) In the event of theft of the Insured Vehicle, the theft must be reported to a police station before any benefits can apply
- c) Vehicles not covered by the current Certificate of Insurance will not be eligible for assistance under this Section
- d) If You or a driver named on Your Policy is not with the vehicle and Our repairer cannot assist, any subsequent assistance will be at Your own cost
- e) The provider may refuse assistance in circumstances where the vehicle is in an un-accessible off road location
- f) In the event that the assistance required is to provide access to the vehicle where the driver is locked out the provider will not be liable in respect of any damage caused The driver will be required to sign a declaration to this effect
- g) The provider may not provide assistance where the vehicle to be recovered has had modifications to wheel arches, front and rear bumpers and alterations to suspension levels
- h) Replacement cars are subject to commercial car hire criteria This criteria may include, however, is not limited to the following: full driver's licence without endorsements, a cash or credit card deposit These criteria are not exhaustive and may change from time to time It is also a condition of car hire that the car must be returned to the pick up point Insurance in respect of the Hired Car is the responsibility of and must be arranged by You



## Exceptions to Section 9

Indemnity so not provided:

- a) For any liability or consequential loss arising from any act performed in the execution of the assistance services provided
- b) To pay for expenses, which are recoverable from any other source
- c) For any claim arising where the vehicle is carrying more occupants or towing a greater weight than that for which it was designed as stated in the Manufacturer's specifications or arising directly out of the unreasonable driving of the Vehicle on unsuitable terrain
- d) For the cost of repairing the car other than outlined in the benefit, A Breakdown Assistance and Repair a) above
- e) For the cost of any parts, keys, lubricants, fluids or fuel required to restore a vehicle's mobility
- f) For any claim caused by fuels, mineral essences or other flammable materials, explosives or toxins transported in the car
- g) The cost of any assistance or repair made by You other than via RSA Roadside Assistance

The Assistance Service may be obtained by telephone

Republic of Ireland: 1800 992 342

Northern Ireland & United Kingdom: 0800 279 9805

For further information re **What To Do** in the event of a breakdown see Notes to Help You on page 29

## GENERAL EXCEPTIONS

### (Applying to the whole Policy)

We will not be liable

- 1) in respect of any liability (in excess of common law or statutory liability applicable) undertaken under the terms of another contract
- 2) in respect of any claim arising while any vehicle for which Indemnity is provided under this Policy is
  - a. being driven by or for the purposes of being driven is in the charge of any person not permitted by the Certificate of Insurance
  - b. being used for any purpose other than in accordance with the Limitations as to Use
- 3) in respect of any loss of or damage to property, legal liability, expense, consequential loss or bodily injury (unless required to by the Road Traffic Acts) directly or indirectly caused by or arising from or contributed to by
  - 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 properties of any explosive nuclear assembly or nuclear component thereof
  - c. war, invasion, act of foreign enemy, hostilities or warlike operation (whether war is declared or not), civil war, rebellion revolution, insurrection, civil commotion assuming the proportions of or amounting to any uprising, military or usurped power
  - d. any act of terrorism

For the purpose of this Exception an act of Terrorism means an act, including but not limited to the use of force or violence or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government or put the public or any of the public in fear

- e. any action in controlling, suppressing, or in any way relating to c) or d)

If We allege that by reason of this Exception any liability loss or damage cost or expense is not covered the burden of proof to the contrary shall be Yours

In the event that any part of this Exception is not enforceable the remainder of the Exception will remain in force

- 4) In respect of any accident injury loss or damage arising during or in consequence of riot or civil commotion elsewhere other than the in Republic of Ireland, Northern Ireland, Great Britain, The Isle of Man or Channel Islands (unless proven by You that the loss damage or injury did not arise from such cause)

This Exception does not apply to Section 1 – Liabilities to Third Parties

# CONDITIONS

## (Applying to the whole Policy)

### 1 Accidents

Full details of any incident loss or damage, including any notice of prosecution or inquest, must be sent to Us immediately

All communications from any other parties must be advised to or sent to Us immediately upon receipt

### 2 Claims Procedure

Unless We give Our written consent no one will make any admission or offer or promise of payment on Our behalf, Your behalf or on behalf of any other person who may be claiming Indemnity under Your Policy

We have full discretion in conducting any defence or in the settlement of any claim and in prosecuting in Your name any claim for Indemnity or damages

You are required to provide Us with all information and assistance

### 3 Other Insurance

If there is another insurance Policy covering the same loss, damage or liability We shall not be liable to pay more than Our rateable proportion of any claim

This Condition does not apply to Sub Section 1 of Section 5 – Personal Accident to You and Your Domestic Partner

### 4 Care of the Vehicle

You must take all reasonable steps to safeguard the Insured Vehicle from loss or damage You must maintain the Insured Vehicle in an efficient and roadworthy condition

We have free access at all times to examine the Insured Vehicle

### 5 Cancellation of Your Policy and Mid-Term Alterations

We may cancel Your Policy by sending 10 days notice to You at Your last known address In the event that We cancel Your Policy We will return to You the prorated portion of the premium for the unexpired Period of Insurance

You may cancel Your Policy at any time by providing written confirmation and returning Your Certificate of Insurance Cover will cease from the date of Your instruction or the receipt of the Certificate of Insurance whichever is later

Provided there have been no claims in the Period of Insurance We will return to You the premium paid less an amount calculated at Our short period rates for the period for which cover has been provided

Where any change to the cover provided by Your policy results in an additional or return premium We will not collect or return any amount less than €15 This amount is inclusive of Government Levy

## 6 Your Duty

You must not act in a fraudulent way

The information supplied by You or on Your behalf is the basis of Your contract of Insurance with Us. You must ensure that this information is true. Please note specifically that 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. It is recommended that you keep a record (including copies of letters) of all information supplied for the purpose of this insurance. In addition, by signing the declaration on the Proposal Form, you warrant and represent to us that in respect of any information of any person which you provide to us, you have the authority of that person to disclose such information to us and for all the purposes set out in this form and to give the consents set out above on behalf of each such person. We reserve the right to reassess cover and premium following notification of any Material Information.

If any claim under this Policy (other than under Section 1—Liability to Third Parties) is in any respect fraudulent, or if any fraudulent means or devices are used by You or any person acting on Your behalf to obtain any benefit under this Policy all benefit is forfeit

Any person claiming Indemnity under this Policy must adhere to the Terms and Conditions of the Policy

## 7 Laws relating to Compulsory Motor Insurance

Nothing in this Policy affects the legal right of any person to recover an amount under the laws relating to the Insurance liability in any country where this Policy operates

If We pay any amount which would not have been payable but for the provision of that law We retain the right to recover that amount from You

## 8 Deferral Clause - Penalty Points and Road Traffic Acts Convictions

If any conviction or offence in the current Period of Insurance has not been taken into account in the calculation of the Renewal Premium We reserve the right to treat the offence or conviction as having occurred in the next Period of Insurance

## 9 Business Use - ESB

The Limitations as to Use as shown on the Certificate of Insurance are extended to provide use on the business of ESB and/or its subsidiary companies by a driver named on the Certificate provided that such a driver is an employee of ESB and/or its subsidiary companies

The business use as described in this Condition is subject otherwise to the Exclusions and Limitations as to Use shown on the Certificate of Insurance

## DATA PROTECTION NOTICE

RSA Insurance Ireland Ltd recognise that protecting personal information including sensitive personal information, is very important and we recognise that You 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 that You give Us or has been provided to Us on your behalf. If You provide information relating to anyone other than yourself, You are 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 or has been provided to us on your behalf 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 or has been provided to us on your behalf 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:
  - a) Help make decisions about the provision and administration of insurance, credit and related services for You;
  - b) Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your insurance policies with RSA;

## DATA PROTECTION NOTICE (CONTD)

- c) Check your identity to prevent money laundering, unless You furnish Us with other satisfactory proof of identity;
- d) 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](http://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 and we will assist you with your query with Insurance Link.

### How to contact Us

On payment of a small fee You are entitled to receive a copy of the information we hold about You and to seek rectification of any inaccurate data. 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.

### 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 TO HELP YOU

(not forming part of the Policy)

### Drivers

If you wish to include a driver not permitted by the Certificate of Insurance or if you wish to change a driver we may require a form to be completed in respect of the new driver showing that persons name, age and driving history. An additional premium may be required.

ESB Staff Insurance Schemes will be pleased to assist you.

**Remember** – no driver may drive your vehicle without a valid Certificate of Insurance.

### Change of Vehicle

We shall 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. If the car has been modified
8. Date the insurance on the current vehicle is to cease
9. where the change is temporary, the date and time that cover is to return to your permanent vehicle

### Change of Address

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

Remember for all changes where you receive a new Certificate of Insurance and/or Insurance Disc, please return the old Certificate and Disc.





## Help Us Help You

At the time of an accident don't admit liability. Many people feel apologetic about accidents for which they are not responsible. Let us deal with the liability issue.

Please make a note of the name, address and insurance information (company and policy number) of the other people involved. Make a note of the registration numbers and the positions of any other vehicles. Obtain the names of any witnesses and Gardaí involved.

Tell us about the accident as soon as possible by calling Motor Claims Assist on Locall 1890 290 241.

We do not require an accident report form to be completed in every case. However, we recommend that you draw a sketch which clearly shows the before and after position of your vehicle immediately after the incident while the details are still fresh in your mind.

We operate a Recommended Repairer Network which may be able to provide you with assistance in relation to the damage to your own vehicle.

Please forward any communication received in relation to the accident to us without delay.

## What the Law requires in the case of an accident

For your guidance the following has been 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
  - a. Name and address
  - b. The name and address of the vehicle owner if different
  - c. The vehicle registration number
  - d. 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) If any person is injured as result of the accident, the accident must be reported to the nearest 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 to a Garda Station provided the driver gives necessary particulars as b) above to the owner of the property.

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

**SPECIMEN**

**SPECIMEN**



ESB Staff Motor Insurance is arranged by JLT Insurance Brokers Ireland Limited.  
It is underwritten by RSA Insurance Ireland Limited.

JLT Insurance Brokers Ireland Limited trading as JLT Ireland, JLT Financial Services, GIS Ireland, Charity Insurance, Teacherwise, Childcare Insurance, JLT Online is regulated by the Central Bank of Ireland.

JLT registered address in Ireland: Warrington House, Mount Street Crescent, Dublin 2

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RSA Insurance Ireland Limited t/a RSA is regulated by the Central Bank and is a private company limited by share and registered in Ireland under number 148094 with registered offices at RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16.