



# Car Insurance

Policy Booklet



*Every little helps*

## Complaints procedure

If you have any complaint about the insurance contract, you should contact:

- **Customer Feedback Team**

Tesco Car Insurance  
PO Box 384  
Tuam Road  
Galway  
Phone: 1850 665 775

If your complaint is not sorted out to your satisfaction, please write to the Tesco Car Insurance Manager at the address above. If you are still not satisfied, you may contact the following organisations:

- **The Irish Insurance Federation's Insurance Information Service**

39 Molesworth Street, Dublin 2.  
Phone: 01 676 1914  
Fax: 01 676 1943  
E-mail: [iis@iif.ie](mailto:iis@iif.ie)  
Website: [www.iif.ie](http://www.iif.ie)

The service can advise you on how to continue further, and may be able to help sort the problem out.

- **The Financial Services Ombudsman Bureau**

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

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

## Making a claim

As 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 Tesco Car Insurance Claims Assist Team are available 24 hours a day, 365 days a year to assist with your queries.

1. Telephone our Motor Claims Assist on 1850 665 775 (or 00353 91 560 630 from outside Ireland) 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 Approved Repairer Network can be availed of who in the case of the vehicles being unfit to drive will tow the vehicle. This will safeguard the vehicle from further damage from vandals or against theft of parts. Repairs can commence immediately. If the Approved 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 (see your Schedule) and then take delivery of your car

## Roadside Assistance

Details of the Cover are set out in Section 9 of the Policy

You may avail of this cover by telephoning **from within the Republic of Ireland: 1890 99 22 77**  
**from within the UK: 00 353 91 501640**

# TESCO CAR INSURANCE POLICY

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

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

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

## Duty of disclosure

Your attention is drawn particularly to Condition 6 on page 17 of the Policy. You must give us immediate notification of any alteration in the risk which materially affects this insurance. Failure to disclose all material information could invalidate the insurance or result in rejection of a claim leaving you unprotected.

This Policy the Schedule and the Certificate of Insurance shall be read together and any word or expression to which a specific meaning has been attached therein shall bear such meaning wherever it may appear.

The Insurer will indemnify the Policyholder in accordance with the Cover as specified in the Schedule but subject to the Terms Exceptions and Conditions of this Policy in respect of occurrences 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) during any Period of Insurance for which the Insurer accepts the premium and issues a Certificate of Insurance and Schedule.

All monies which become or may become due under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland in euros unless specifically stated to the contrary.

Provided that this Policy shall be operative only while the Certificate of Insurance is in force.

Stamp Duty has been or will be paid in accordance with the provisions of Section 113 of the Finance Act 1990 (as amended).

## Contract Law

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

Communications in relation to the contract will be conducted in English.

RSA is a registered business name of RSA Insurance Ireland Limited (the Insurer). RSA Insurance Ireland Limited is regulated by the Financial Regulator. 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: 1 850 665 775.

Outside Ireland Tel: +353 1 290 1000




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Philip Smith  
Chief Executive Officer,  
RSA Insurance Ireland Limited

## Section I Liability to Third Parties

### I Indemnity

Subject as herein provided the Insurer will indemnify any Person whose liability is covered against legal liability for damages which such person or his or her personal representatives shall become legally liable to pay any person (exclusive of the Excepted Persons) on account of:

- (a) Death of or bodily injury to any person (exclusive of Excepted Persons)
- (b) Damage to property limited to €30,000,000 (thirty million Euro) and all legal Costs limited to €7,500,000 (Seven Million five hundred thousand Euro) in respect of any one event giving rise to a claim or claims under this Policy arising from an accident caused by through or in connection with the Insured Vehicle

Provided that any such person (other than the Policyholder)

- i) is not entitled to indemnity under any other policy
- ii) shall as though such person were the Policyholder observe fulfil and be subject to the Terms Exceptions and Conditions in so far as they can apply

### 2 Accidents caused by passengers

At the Policyholder's request a passenger in the Insured Vehicle (but not a driver or person in charge of such vehicle for the purpose of driving) shall be a Person whose Liability is Covered

### 3 Special provision in respect of United Kingdom use

In so far as concerns occurrences in Great Britain Northern Ireland the Isle of Man or the Channel Islands the Insurer will indemnify any person using the Insured Vehicle against liability for emergency treatment payments under the Road Traffic Acts

### 4 Detached Trailers

Subject to the Terms Limitations and Conditions of the Policy and Certificate of Insurance the Policy covers the Road Traffic Act liability of any person insured by this Policy in respect of any detached single-axle trailer up to a half tonne unladen weight but excluding caravans mobile homes trailer tents boat trailers and any trailer which incorporates machinery or other equipment

## 5 Legal Costs

In respect of any occurrence which may be the subject of indemnity under this Section the Insurer will pay:

- a) the solicitor's fee for representation at any Coroner's inquest in respect of any death.
- b) the solicitor's fee for defending any proceedings in any Court of Summary Jurisdiction.
- c) the cost of legal services up to €5,000 for defence in the event of proceedings being taken for manslaughter or dangerous driving causing death or serious bodily harm.
- d) claimant's costs and expenses.
- e) all other costs and expenses incurred with the Insurer's written consent subject to the limit specified in Paragraph 1 of Section 1.

## 6 EU extension

The Insurer will in the terms of this Section provide indemnity while the Insured Vehicle is in any other country within the European Union and any country which is included in the EU Directive 72/166/CEE by the provision of Article 7 of the Directive but only so far as is necessary to comply with the compulsory motor insurance legislation in such countries or insofar as is necessary to meet the requirements of the Road Traffic Acts.

## Excepted Persons (Section 1)

Any person claiming in respect of:

- a) damage to any vehicle in connection with which indemnity is provided by this Section or damage to any property sustained in or on such vehicle.
- b) damage to property owned by or in the possession custody or control of the Policyholder or any Person whose Liability is covered.
- c) injury to any employee arising out of and in the course of employment by any Person whose Liability is covered elsewhere than in the Republic of Ireland except so far as is necessary to meet the requirements of the Road Traffic Acts.
- d) Any person claiming in respect of Injury to such person sustained in or on any Vehicle in connection with which Indemnity is provided by the Policy whilst a driver of the Vehicle or in charge of the Vehicle for the purpose of driving.

In Excepted Persons references to any vehicle include any trailer attachment or vehicle connected by any means whatsoever thereto.

## Section 2 Loss or damage by fire or theft

- a) The Insurer will indemnify the Policyholder against loss of or damage to the Insured Vehicle (and its accessories and spare parts while permanently thereon) caused by fire lightning explosion theft or attempted theft of the Insured Vehicle
- b) The Insurer will indemnify the Policyholder in respect of the cost of replacement locks or reprogramming of locking devices of the Vehicle following theft of keys or locking devices from the permanent residence of the Insured following forcible entry up to a maximum of €1,000

## Section 3 Windscreen Damage

The Insurer will indemnify the Policyholder against the breakage of glass in the windscreen or windows of the Insured Vehicle (and any scratching of bodywork emanating therefrom) provided that no other damage has been caused by the same event. If any sum be shown against Section 3 in the Schedule such sum shall be the Insurer's maximum liability hereunder.

## Section 4 Accidental Damage

The Insurer will indemnify the Policyholder against loss of or damage to the Insured Vehicle (and its accessories and spare parts while permanently thereon) by accidental causes not otherwise excluded.

## Clauses applicable to Sections 2 3 and 4

- a) Where the Insured Vehicle is lost or in the Insurer's opinion damaged beyond economical repair:
  - i) within twelve months of its purchase as new by the Policyholder the Insurer may in lieu of making a monetary payment and subject to the consent of the Policyholder and of any other interested party known to the Insurer replace the Insured Vehicle with a new vehicle of the same manufacture and model subject to the availability thereof and in such event the Insurer shall become entitled to possession and ownership of the Insured Vehicle.
  - ii) and to the knowledge of the Insurer is the subject of a hire purchase leasing or contract hire agreement any payment shall be made in priority to the owner to the extent of the owner's legal entitlement.
- b) If the Insured Vehicle is disabled by reason of loss or damage insured under this Policy the Insurer will bear the reasonable cost of protection and removal to the nearest competent repairers and re-delivery after repair to the Policyholder's address as stated in the Certificate of Insurance. The Insurer may at its option require the Policyholder to place the Insured Vehicle in a safe place of storage designated by the Insurer pending its repair or disposal.
- c) In settling a claim under sections 2, 3 or 4, the Insurer may, at its sole option, pay an amount of money to the Policyholder, or may pay a repairer to repair damage to the Insured Vehicle, or may replace the Insured Vehicle with a similar or better vehicle.
- d) Section 7 (c) Foreign Use will automatically apply while the Policyholder is visiting any country within the European Union or any other country included in EU Directive 72/166/CEE Article 7 (commonly known as the Green Card system) for a single visit during any one period of insurance of up to 31 consecutive days.
- e) If the Insured Vehicle is out of use as a result of loss or damage insured under Sections 2 or 4 the Insurer will, subject to availability, provide a replacement vehicle equivalent to a standard class A hire vehicle for a period of up to 7 days. In the event that your vehicle is stolen and not recovered we will provide a replacement vehicle for an additional 7 days. Provision of a replacement vehicle is conditional on any vehicle repairs, if any, being carried out by a repairer on the Insurer's panel of Recommended Repairers.

## Exceptions to Section 2 3 and 4

The Insurer shall not be liable for:

- a) loss of use depreciation wear and tear mechanical, electrical, electronic or computer failures or breakdowns or breakages.
- b) damage to tyres by application of brakes or by road punctures cuts or bursts.
- c) loss destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- d) Except under Clause A of Clauses applicable to Sections 2, 3 and 4, any amount greater than the market value of the Insured Vehicle prior to its loss or damage, or the vehicle value declared to the Insurer, whichever is less.
- e) an amount in excess of €1000 in total in respect of claims for loss of or damage to Satellite Navigation Equipment in or on the vehicle, permanently fitted mobile phone equipment, and in-car entertainment equipment including but not limited to Radios, CD players, CD changers, DVD players, amplifiers and speakers.
- f) loss of or damage to Games consoles and equipment other than those which are permanently fitted to the Vehicle and are included in the total value of the Vehicle as declared to the Insurer.
- g) theft and/or unauthorised taking of the Insured Vehicle by any member of the Policyholder's family.
- h) loss or damage due to theft or any attempt thereat occurring while the keys or locking device of the Vehicle are left in on or about the Vehicle whilst the Vehicle is unattended
- i) replacement of locks of the Vehicle following loss of, damage to or theft of keys or locking devices which occurs without the theft of the Vehicle other than as set out in Paragraph b) of Section 2 of the Policy

## Section 5 Additional benefits

### I Injury to Policyholder and Spouse

If the Policyholder and/or the spouse of the Policyholder shall sustain in direct connection with the Insured Vehicle or while in or getting into or alighting from any private car not belonging to the Policyholder and not hired to him/her under a hire purchase agreement any bodily injury caused by violent accidental external and visible means the Insurer will pay to the Policyholder or to his/her legal representatives the compensation specified below provided that such injury shall solely and independently of any other cause (excepting medical or surgical treatment consequent upon such injury) within twelve calendar months of the accident result in

- |   |         |
|---|---------|
| 1. death  | €30,000 |
| 2. total and irrecoverable loss of sight of one or both eyes                            | €30,000 |
| 3. total loss by physical severance at or above the wrist or ankle of one or more limbs | €30,000 |
| 4. Overnight stay in hospital per night to a maximum of 20 nights                       | €130    |

Payment shall be made under one only of items 1 to 3 above in respect of any one occurrence and the total liability of the Insurer shall not exceed the sum of €30,000 during any one Period of Insurance in respect of each person

#### Exceptions

The Insurer shall not be liable in respect of bodily injury

- a) consequent upon suicide or attempted suicide
- b) consequent upon the driver of the Insured Vehicle having consumed alcohol and/or drugs to a level in excess of that permitted by the Road Traffic Acts or convicted under any of Sections 48, 49, 50 51 of the Roads Traffic Act 1961 or as amended by subsequent Acts.

## 2 Rugs Clothing and Personal Effects

The Insurer will indemnify the Policyholder against loss of or damage to rugs clothing and personal effects while in or on the Insured Vehicle by fire or by theft (or attempted theft) or by accidental means or at the request of the Policyholder the Insurer will indemnify such other person as may be the owner of the property so lost or damaged Provided that

- a) the total liability of the Insurer shall be limited to €500 in respect of any one occurrence
- b) compensation due to any person other than the Policyholder shall be paid direct to such other person whose receipt shall be a full discharge

### Exceptions

The Insurer shall not be liable in respect of loss of or damage to

- i) money stamps tickets documents or securities
- ii) goods or samples carried in connection with any trade or business
- iii) loss of or damage to radio telephones satellite navigation systems televisions or DVD/Video Recorders, their component parts or ancillary equipment or parts

## 4. Fire Brigade Charges

The Insurer will indemnify the Policyholder for an amount of up to €1000 that the Policyholder becomes liable to pay in respect of Fire Brigade charges to control or extinguish a fire in the Insured Vehicle, or to remove the driver of and passengers in the Insured Vehicle using cutting equipment.

## Section 6 No Claim Discount

### Section 6a

Provided no transfer of interest in this Policy has occurred and no claim has arisen during the Period of Insurance the renewal premium will be reduced by a No Claim Discount based on the Insurers five year scale.

The following will not affect the discount:

- a) payment under Sub Section 3 to Section 1
- b) payment under Section 2
- c) payment under Section 3
- d) payment under Section 7B

### Section 6b

#### No Claim Discount Protection

If one or two incidents that may give rise to claims are notified in the three year period prior to renewal of this policy, that would but for the operation of this sub-section result in the loss of No Claim Discount in accordance with the Step-Back clause, the Step-Back clause will not be applied at renewal, subject to the policyholder not being convicted of a drink or drugs related driving offence arising from any such incidents.

#### Deferment Clause

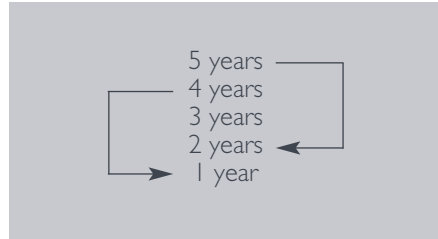
##### (Applicable to Sections 6a & 6b)

If any claim in the expiring Period of Insurance has been disregarded in calculation of the No Claim Discount shown in a renewal Schedule the Insurer may at its option treat such claim as having arisen during the Period of Insurance shown in the renewal Schedule.

### Step-back Clause

If a single claim arises during any Period of Insurance for which the premium has been reduced by four or more years No Claim Discount on the foregoing scale the following reduction shall be applied from the next renewal.

If two claims arise or are made during any Period of Insurance for which the premium has been reduced by five or more years No Claim Discount on the foregoing scale the No Claim Discount to be applied at next renewal will be reduced to nil.



## Section 7 Endorsements

### A Excess Clause

The Insurer shall not be liable for the first amount specified against 7A in the Schedule of any claim arising under Section 4.

### B Medical Expenses

If any occupant of any Insured Vehicle shall in direct connection with the Insured Vehicle sustain any bodily injury caused by violent accidental external and visible means the Insurer will pay to the Policyholder the medical expenses in connection with such injury up to the sum of €250 in respect of each person injured.

### C Foreign Use

Sections 2, 3 and 4 will apply while the Policyholder is visiting any country within the European Union or any other country included in EU Directive 72/1166/CEE Article 7, commonly known as the Green Card system.

### Customs Duty

The Insurer will indemnify the Policyholder against liability incurred by him/her for the enforced payment of customs duty on the Insured Vehicle following its temporary importation into any such country provided that such liability directly results from loss or damage insured by the Policy.

### Bail Bond

If Spain is included in the Foreign Use Extension the Insurer will upon request also issue a Bail Bond under which a guarantee or deposit will be furnished if the authorities impound the Insured Vehicle and/or detain the authorised driver as a direct result of an accident in that country which may be the subject of indemnity under the Policy and a guarantee or deposit is required for their release.

Immediately the guarantee is released or the deposit becomes recoverable the Policyholder shall comply with all necessary formalities and give the Insurer all such information and assistance as it may require to obtain the cancellation of the guarantee or the return of the deposit.

If the guarantee or deposit is wholly or in part forfeited or taken for the payment of fines or costs in or as the result of any penal proceedings against the Policyholder (or the person driving) the Policyholder shall repay such amount to the Insurer forthwith.

## Section 8 Uncoupled Trailer Cover

### A) Specified

The indemnity given to the Policyholder in respect of Liability to Third Parties under Section 1 of the Policy is extended in respect of the use of any trailer owned by the Policyholder or in such person's custody or control whilst uncoupled from the Vehicle in so far as is necessary to meet the requirements of the Road Traffic Acts

Provided that agreement to such extension of cover is given by the Insurer for such trailer(s) and subject otherwise to the Terms Conditions and Exceptions of the Policy

### B) Unspecified

The indemnity given to the Policyholder is extended in respect of Liability to Third Parties under Section 1 of the Policy in respect of the use of any trailer owned by or in the custody or control of the Policyholder whilst uncoupled from the Vehicle in so far as is necessary to meet the requirements of the Road Traffic Acts

Provided that the unladen weight of such trailer is less than one Tonne and such use is restricted to Social Domestic and Pleasure purposes and subject otherwise to the Terms Conditions and Exclusions of the Policy

## Section 9 TESCO Breakdown Assistance

### Definitions relating to Section 9 only – Tesco Breakdown Assistance

The following services are provided by Mapfre Asistencia, a specialisbased

**The Insured** Any driver including the Policyholder who is driving the Insured Vehicle specified on the Certificate of Motor Insurance and who is driving with the Insured's knowledge and consent and who is a resident of the Republic of Ireland.

**The Passengers** All non-fare paying passengers (excluding hitch-hikers) being transported in the Insured Vehicle at the time assistance is required.

**Insured Vehicle** Any private car [not exceeding 1.5 tonnes total vehicle weight, which is currently insured in Republic of Ireland by Tesco Car Insurance and which is driven within the terms of the current Certificate of Motor Insurance relating to such car.

**Territorial limit** Island of Ireland, England, Scotland and Wales.

### Benefits

The Insurer will provide the following benefits:

In the event of the Insured vehicle being immobilised as a result of an accident, mechanical breakdown, fire, 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 or locked in the car the Insurer will arrange and pay for the benefits set out below.

### **Sub-Section 1 Motor Breakdown Assistance**

- One hour's free labour at the roadside if the vehicle can be repaired in situ.
- Towing the vehicle to the nearest competent repairer or to a garage of your choice, whichever is closer.
- Somebody to assist you in the event of a breakdown at your home.

### **Sub-Section 2 Completion of Journey within Ireland**

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

Onward transportation for the Insured and passengers home or to their intended destination within the territorial limits.

Or

Use of a Class A replacement car for up to 48 hours while repairs are carried out.

Or

Overnight accommodation for one night only, limited to Bed and Breakfast, while repairs to the Insured's vehicle are in progress, subject to maximum value of Stg£37 and Stg£190 in total, €37 per person and €190 in total.

### **Sub-Section 3 Completion of 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, subject to a monetary limit of Stg£100.

If the car cannot be repaired before departure date, the Company will cover the cost of towing the car to the port you are leaving from subject to a monetary limit of Stg£250.

### **Sub-Section 4 Message Relay**

We will pass on two urgent messages for The Insured.

In the event of the vehicle being repaired, the assistance company will provide the cost of public transportation for the Insured to collect his/her vehicle.

### **Sub-Section 5 Theft of Car within Ireland**

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

Tesco Roadside Assistance is a 24 hour accident, emergency & breakdown recovery service. It is there to assist you in your time of need. The choice of assistance supplied depends on the options available to the rescue provider at the time of the request for assistance. You should be aware that the cover provided will be at the Insurer's discretion as not all options are available to them at all times. For example car hire in a rural area may be impossible to obtain in the early hours of the morning.

## What to do?

Should you require assistance, please telephone the Tesco Roadside Assistance Helpline:

Republic of Ireland	<b>1800 99 22 77</b>
United Kingdom incl.	
Northern Ireland	<b>00 353 91 501640</b>

Please have the following information available when you call:

- your exact location
- the registration number of your car.
- your policy number
- a telephone number where you can be contacted
- a description of the problem

**The Insurer and its' service providers are responsible only for the cost of providing benefits available through Tesco Roadside Assistance. If you make your own arrangements you will not be reimbursed.**

## Conditions

1. No benefit shall be payable unless the Company has been notified and has authorised assistance through the medium of the emergency telephone number provided.
2. In the event of theft of the Insured vehicle, the theft must be reported to a police station before any benefits can apply.
3. The Policy Number must be quoted when calling for assistance and the relevant identification produced on the demand of the repairer, recovery specialist or other nominated agent of the Company.
4. In the event of cancellation of the Policy by the Insured, no return of premium shall be allowed in respect of the Assistance portion of the premium.
5. Territorial limits of cover is the island of Ireland, England, Scotland and Wales.
6. Vehicles eligible for assistance will be restricted to Private Cars or Car Derived Vans. To be eligible for assistance, the Insured shall hold a current Motor Insurance Policy.
7. Replacement cars are subject to commercial car hire criteria and availability. This criteria may include, however is not limited to the following: full driver's licence without endorsements, a cash or credit card deposit. This criteria is not exhaustive

and may change from time to time. It is also a condition of car hire that the car must be returned to the pick up point. Car Hire insurance is the responsibility of the Insured.

8. Insured must be with the vehicle when the repairer arrives. If the insured is not with the vehicle and our repairer cannot assist, any subsequent assistance will be at the insured's own cost.
9. We may refuse assistance in circumstances where a driver is clearly intoxicated and or the vehicle is in an un-accessible off road location.
10. If we have to make a forced entry to the Insured vehicle because you are locked out, you must sign a declaration, which confirms that we are not responsible for the damage.
11. Cover is not applicable if your vehicle has been modified for or is taking part in racing, trails or rallying.
12. Your vehicle shall at all times be maintained in a good mechanical and roadworthy condition and be regularly serviced.
13. We can not attempt to recover vehicles that have modifications to wheel arches, front and rear bumpers and alterations to suspension levels (lowering etc)
14. Under the relevant European Law, the parties to a proposed contract of insurance (Mapfre Asistencia Agency Ireland, the Insurer and you, the

Proposer) are free to choose the law applicable to the contract. We propose that the Laws of the Republic of Ireland will apply to this contract. The Insurer with which your contract will be concluded is Mapfre Asistencia Agency Ireland which is established in Ireland. The EEA state for the purpose of this policy is the Republic of Ireland.

15. The language used in this and all other documents relating to this policy is English. All future communications both verbal and written will be in English.

## Exceptions

### The Company shall not be liable:

1. For any liability or consequential loss arising from any act performed in the execution of the assistance services provided.
2. To pay for expenses, which are recoverable from any other source.
3. For any claim arising where the vehicle is carrying more passengers 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.
4. For any accident or breakdown brought about by an avoidable or willful or deliberate act committed by the Insured.
5. For the cost of repairing the car other than outlined in Sub-Section 1 above.

6. For the cost of any parts, keys, lubricants, fluids or fuel required to restore a vehicle's mobility.
7. For any claim caused by fuels, mineral essences or other flammable materials, explosives or toxins transported in the car.
8. For any breach of this section of the Policy or failure on our part to perform any obligation as a result of acts of God, government control, restrictions or prohibitions, or any other act or omission of any public authority (including Government) whether local, national or international, or the default of any supplier, agent or other person or of labour disputes or difficulties (whether or not within the Company) or any other cause whatsoever where such cause is beyond our reasonable control.

## GENERAL EXCEPTIONS

(Applying to the whole Policy)

### The Insurer shall not be liable

- 1 in respect of any liability (in excess of the common law or the statutory liability applicable to the case) undertaken by special contract
- 2 in respect of any claim arising while any vehicle in connection with which indemnity is provided by this Policy is
  - (a) being driven by or is for the purpose of being driven in the charge of anyone other than the Driver whose Driving is covered
  - or
  - (b) being used otherwise than in accordance with the Limitations as to Use
- 3 except so far as is necessary to meet the requirements of the Road Traffic Acts in respect of any loss of or damage to property, legal liability, expense, consequential loss or bodily injury which is 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 be declared or not), civil war, rebellion revolution, insurrection, civil commotion assuming the proportions of or

amounting to an uprising, military or usurped power

- d) any act of terrorism  
For the purpose of this Exclusion 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 to put the public, or any section of the public, in fear
- e) any action in controlling, preventing, suppressing or in any way relating to c) or d) above

If the Insurer alleges that by reason of this Exclusion any liability, loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be the Policyholders. In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

- 4 any accident injury loss or damage (except under Section 1) arising during (unless it be proved by the Policyholder that the accident injury loss or damage was not occasioned thereby) or in consequence of riot or civil commotion

## GENERAL EXCEPTIONS

- 5 any loss damage breakage or destruction to any property or consequential loss or liability directly or indirectly caused by or contributed to by or arising from
- i). the failure or inability of any electronic equipment to
    - a) correctly recognise any data or
    - b) correctly capture save retain manipulate interpret or process any data information data command or instruction whether or not such had been programmed into such equipment
  - ii). interruption of or interference with data in electronic equipment resulting in the loss destruction or corrupted transmission or corruption of data
  - iii). the transmission or impact of any Virus, Worm, Logic Bomb, Trojan Horse or the like
  - iv). unauthorised access to a system or data

For the purpose of this Exception data means information represented or stored electronically including but not limited to code series of instructions operating system software programs and firmware

# CONDITIONS

## 1 Accidents

Full details of any accident loss or damage including notice of any prosecution or inquest must be advised to the Insurer immediately. All communications from other parties must be advised or sent to the Insurer immediately on receipt.

## 2 Claims Procedure

Except with the written consent of the Insurer no person shall make any admission offer promise, or payment on behalf of the Insurer the Policyholder, or anyone claiming indemnity under the Policy. The Insurer shall have full discretion in conducting the defence or settlement of any claim and in prosecuting in the name of the Policyholder any claim for indemnity or damages. The Policyholder shall give all such information and assistance as the Insurer may require.

## 3 Other Insurance

If any other existing insurance covers the same loss damage or liability the Insurer shall not be liable except under Sub-Section 1 of Section 5 to pay more than its rateable proportion of any claim. Nothing in this Condition shall impose on the Insurer any liability from which it would have been relieved under Sub-Section 1 of Section 1 but for the Terms of this Condition.

## 4 Care of Vehicle

The Policyholder shall take all reasonable steps to safeguard the Insured Vehicle from loss or damage,

and maintain it in efficient and roadworthy condition.

The Insurer shall have at all times free access to examine such vehicle.

## 5 Cancellation & Mid Term alterations

### Cooling-off period - your right to withdraw from the contract

You have the right to withdraw from Your Policy, provided You have not made a claim within 14 days of the latest of:

- (1) the starting date of cover, or
- (2) the date on which You receive the full terms and conditions of Your Policy.

Withdrawal effectively means that no Policy was ever in place, and You may exercise this right by notice in writing to Us at RSA Insurance Ireland Limited, PO Box 384, Tuam Road, Galway, quoting Your Policy number. Should You exercise this right We will refund You any part of Your premium You have paid.

### Insurer's right to cancel

The Insurer may cancel this Policy by sending ten days notice to You at your last known address and in such event will return to You the pro rata portion of the premium for unexpired Period of Insurance.

### Your right to cancel

Outside Your right to withdraw from Your policy described in this section, You may cancel Your policy by sending us seven days notice of Your wish to do so. Providing no claims have arisen during the period of insurance You are

cancelling the Insurer will refund a premium less an amount calculated at the Insurer's short period rates for the time the policy has been in force. You must give back the current certificate and disc to get any such refund.

Where any change to the cover provided by this Policy and agreed by the Insurer, results in additional premium payable by the Policyholder to the Insurer of not more than €25, inclusive of levy, then the Insurer will not charge the customer in respect of such additional premium.

Where any change to the cover provided by this Policy and agreed by the Insurer, results in a return premium due to the Policyholder from the Insurer of not more than €25, inclusive of levy, then the Insurer will not rebate the Policyholder in respect of such premium.

## 6 Policyholder's Duty

The following are conditions precedent to the liability of the Insurer:

- a) the truth of any information in connection with this insurance supplied by or on behalf of the Policyholder which shall be the basis of and incorporated in this contract.
- b) observance of the terms of the Policy relating to anything to be done or complied with by the Policyholder or so far as they can apply by any other person entitled to indemnity hereunder.

## 7 Arbitration

Any difference under this Policy shall be referred to Arbitration in accordance with the Statutory provisions currently in force and the making of an award shall be a condition precedent to any right of action against the Insurer. Any claim for which the Insurer has disclaimed liability shall for all purposes be deemed to have been abandoned and not recoverable thereafter unless referred to Arbitration under these provisions within 1 year from the date of such disclaimer.

## 8 Laws relating to Compulsory Motor Insurance

Nothing in this Policy shall affect the right of any person to recover an amount under or by virtue of the provisions of the law of any territory in which the Policy operates relating to the Insurance of liability to Third Parties. **but**, the Policyholder shall repay to the Insurer any such amount which the Insurer would not have been liable to pay but for the provisions of such law.

## 9 Disclosure of Penalty Points

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

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

### Deferment Clause

If any offence, for which you or any other driver whose driving is covered by this policy have been convicted, in the expiring Period of Insurance has been disregarded when calculating renewal terms & premium the Insurer may at its option treat such offence as having arisen during the Period of Insurance shown in the Renewal Schedule

## 10 DATA PROTECTION

Please read the following carefully as it contains important information relating to the information that you have given us. You should show this notice to any other person who requires cover related to this insurance proposal. All references in these statements to you or your shall be deemed to include any such person. We are classified as a "Data Controller" under the Data Protection Acts 1988 and 2003. As a Data Controller we are required to explain how we may use your information you provide to us as part of your proposal, any claim form you submit to us or otherwise and

information we collect in connection with any product or service we provide. Information you provide may be used for the purposes of processing your application (proposal) and administering your insurance policy by us, our agents, our reinsurers and any intermediary acting for you. We may need to collect sensitive data relating to you (such as medical or health record or condition, convictions) in order to process your proposal and /or any claim application made. In addition, the information you provide will be used by us to record and cross reference particulars of your claim(s) in industry databases that allow us to detect and prevent fraudulent applications and claims. [The savings that we make help us to keep premiums and products competitive]. Calls may be recorded for quality assurance or verification purposes.

### Insurance Database

We subscribe to the Insurance Link database, the Irish Insurance Federation's database and may subscribe to other industry databases for fraud prevention purposes and to check against non-disclosure. Under the conditions of your insurance policy, you must tell us about any incident which may or may not give rise to a claim. When you tell us about an incident, we will pass information relating to it and you to the Insurance Link and other industry databases. We may request information about you and your claims history and / or share information we hold about you and your claims history with other insurance companies directly, their agents and with any other intermediary acting for you. In

assessing any claims made, we may undertake checks against publicly available information we hold about you and your claims history.

### **Fraud Prevention, Detection & Claims History**

In order to prevent and detect fraud we may at any time:

- Share information about you with companies in the Royal & Sun Alliance group of companies ("RSA 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. We and other organisations may also search these agencies and databases to:
  - o Help make decisions about the provision and administration of insurance, credit and related services for you ;
  - o Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
  - o Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity;
  - o Undertake credit searches and additional fraud searches.

We can supply on request further details of the databases we access or contribute to.

### **How to contact us**

On payment of a small fee you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to the Data Protection Officer, Tesco Car Insurance PO BOX 384, Tuam Road, Galway.

All information supplied by you will be treated in confidence by the RSA Group and will not be disclosed to any third parties except where your consent has been received or where permitted by law. In order to provide you with products and services this information will be held in the data systems of the RSA Group or our agents or subcontractors.

The RSA Group 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 the RSA Group will ensure that your information is kept securely and only used for the purposes for which you provided it. Details of the companies and countries involved can be provided to you on request.

### **Consent**

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

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

### Drivers

Your Policy is on a 'named driver' basis. No person other than those named on the Certificate of Insurance may drive. If you want to change or add a driver we shall require a form to be completed in respect of the new driver showing that persons name, age and driving history. Depending on the total number of drivers, their driving history and experience, an additional premium may be required. Our Branch staff or your broker will be pleased to help 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. Whether the car has been modified
8. Date insurance of current vehicle is to cease

**Remember** - you must not drive the vehicle on the road until you have a new Certificate of Insurance and Insurance Disc.

### Change of address

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

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

## Going abroad

Full policy cover applies only in the Republic of Ireland and the United Kingdom. To ensure that your current level of protection is maintained for travel to any other country you must let us know **before** you make the trip.

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

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

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

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

## Help us to help you

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

Obtain names of any witnesses and Gardai involved.

Tell us about the accident as soon as possible by calling 1850 665 775.

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

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

Please forward any communication received to us without delay.

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

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

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

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

Tesco Car Insurance will provide you with a speedy, efficient and friendly service.

Depending on your query or situation, the numbers you should call are:

**Customer & Claims hotline: 1850 665 775**

**Breakdown Assistance: 1800 99 22 77**  
**From NI or GB: 00353 91 501640**

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RSA Insurance Ireland Limited is regulated by the Financial Regulator and is a private company limited by shares registered in Ireland under number 148094 with registered office at RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16.