Your Private Motor Vehicle Insurance

RedClick Motor Policy Booklet (Republic of Ireland)

RedClick

Useful telephone numbers –

Customer services
01 5534040

Call this number if your circumstances change and you need to update your policy or if you have a question.

Claims helpline
01 5534020

Call this 24-hour number if you need to report a claim on your policy.

Windscreen helpline
1800 94 4435
00 800 88 0 88 228
(If calling from outside the Republic of Ireland)
Only applicable if noted on your Schedule of Insurance

Call this 24-hour number to arrange for your windscreen to be repaired or replaced (refer to section 5 for terms and conditions).

Breakdown assistance helpline
091 560 636
00353 91 560636
(Northern Ireland & United Kingdom)
Only applicable if noted on your Schedule of Insurance

Call this 24-hour number if you need roadside assistance, home-start, vehicle recovery or journey completion (refer to section 6 for terms and conditions).
In the event of a road traffic accident call the claims helpline number above.

RedClick

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Introduction

We, RedClick, agree to provide insurance to you, the insured named in the policy schedule, for events which happen in the Republic of Ireland, Northern Ireland or Great Britain (including the Isle of Man and Channel Islands) during any period of insurance that you have paid, or have agreed to pay, the premium. If more than one person is named as the insured, the insurance will apply to each of you.

On behalf of RedClick

Lorenzo Ioan
General Manager

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Definitions

Accessories – parts or products specifically designed to be fitted to your car, but not including personal belongings, child car seats, car audio, parking systems, phone, phone system, in-car entertainment or satellite navigation systems.

Being driven – being in the charge of a person who has driven, or will drive the vehicle, even if they are not driving at the time.

Car-van – a car that has no fixed seats in the back.

Certificate of insurance – the document which is evidence that you have taken out the insurance needed by law which shows who can drive the vehicle and the purposes of use.

Computer System – any computer, hardware, communication system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud repository or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Computer Data – information, facts, concepts, code, software or any other information of any kind that is solely recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

Courtesy car – a vehicle that we may provide, in the event of a claim, if you have comprehensive cover, while your vehicle is being repaired by our recommended repairer.

Customer portal – the online account which allows you, on registration, to access information online relating to your policy.

Cyber Act – an unauthorised and malicious or criminal act or series of related unauthorised and malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

Cyber Incident – any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System.

Driving licence / licence – a legal document permitting a person to drive (full licence), or to learn how to drive (learner permit), a motor vehicle within the territorial limits of the policy. The driving licence must be valid and in date for the category for the vehicle being driven and the holder of the driving licence must meet the limits and any conditions of this driving licence.

Excess – the first amount that you must pay, of each claim for loss or damage. This excess amount is shown in the schedule of insurance.

Information Technology Event – any loss, alteration or damage to, or a reduction in the functionality, availability or operation of, a computer system, hardware, program, software, data, information repository, microchip, integrated circuit, or similar device in computer equipment or non-computer equipment, whether the property of the policyholder or not.

Insurable Interest – the legal requirement for you as the policyholder to be able to demonstrate an economic loss where the vehicle you are insuring on this policy is lost, destroyed or damaged.

Market value – the cost of replacing the vehicle with one of the same make, model and age and condition at the time of the accident or loss.

Material Change – answers to any questions asked by us, during the quote process and during the lifetime of the policy, are deemed 'material' to the policy. If the position or answer, in relation to any of these questions, changes you must inform us without delay.

Payment Schedule – the document which outlines the payment of your premium by recurrent instalments.

Period of insurance – the period shown in the schedule of insurance and any further period for which we agree to insure you. For the purpose of the no-claims bonus, 'period of insurance' means one year from the beginning of the policy to the first renewal date, and then each year between renewal dates.

Recommended repairer – A repairer from our approved/guaranteed network that we authorise to repair your vehicle.

Schedule of Fees and Charges – the document which lists all fees and charges on your policy.

Spouse / partner / cohabitant – your husband or wife or civil partner recognised in law, or your partner living at the same address as you and sharing financial responsibilities with you.

Territorial limits – Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands, or while the vehicle is being transported by sea, air or rail (including loading or unloading) between these places.

Terrorism – any act, or the use or threat of force, including but not limited to:

(a) threat of or actual endangerment of the life of a person(s);

(b) threat of or actual serious violence against any person(s);

(c) threat of or actual damage to any form of property;

(d) creating a serious risk to the health and safety of the public;

which is committed by any person(s) for political, religious or ideological purposes to influence any government or to intimidate, bully, pressurise or to put any member of the public in fear.

Vehicle – the vehicle described in the schedule of insurance of this policy and any vehicle:

- you have given us details of;
- we have provided a certificate of insurance for; and
- for which the insurance is still in place.
- Or any vehicle we have agreed to temporarily transfer cover to.

We, us – RedClick.

You, your – the person named as the insured in the schedule of insurance.

Your insurance cover

So you understand what you are covered for, please read this document, the schedule of insurance and the certificate of insurance carefully. You should pay special attention to the general terms, exceptions and conditions. If you have any questions, you should contact us or your insurance advisor.

Third Party Only cover – Section 1 of this policy applies.
Third Party, Fire and Theft cover – Sections 1,3 and 4 of this policy applies.
Comprehensive cover – Sections 1,2,3,4 and 5 of this policy applies.
Windscreen cover – Section 5 applies if it is shown in the schedule of insurance.
Breakdown assistance – Section 6 applies if shown in your schedule of insurance.
Driving Other Cars – Section 7 applies if shown in your schedule of insurance.
Loss of Keys – Section 8 applies if shown in your schedule of insurance.
Personal Accident – Section 9 applies if shown in your schedule of insurance.

The general exceptions and general conditions apply to all levels of cover.

Car sharings

You can accept payments as part of a car-sharing arrangement for giving people lifts for social or similar purposes. We will not treat these payments as charging fares as part of a business of carrying passengers as long as:

a the vehicle is not built or adapted to carry more than eight passengers (not including the driver);
b the passengers are not being carried as part of a passenger-carrying business;
c the total contributions you receive for the journey do not provide a profit; and
d the number of passengers (including the driver) is not more than the vehicle manufacturer's recommended limit.

Limits on use

The insurance only covers you if you use the vehicle in the way described in your certificate of insurance. We will not cover you for:

a any use connected with the motor trade, unless the use is described in your certificate of insurance;
b hiring out the vehicle for money; or
c racing or being in any contest or speed trial.

Description of drivers

Any person shown in the certificate of insurance can drive the vehicle. Where 'any driver' is shown, please see the schedule of insurance for any restrictions.

No-claims bonus (NCB)

Your premium is based on a number of factors including the no claims bonus (NCB) discount entitlement you advised us of when you purchased your policy of insurance. If your NCB discount is with another insurance company, we need proof of your NCB within twenty-one (21) days. If you do not send us the NCB proof

within twenty-one (21) days or the NCB you send us differs from the NCB declared when you obtained your policy of insurance from us, we may adjust your premium to remove or recalculate the NCB discount applied and automatically apply a charge or refund to your premium, using the payment card (or, if applicable, bank account details) we retain securely on file.

If no claim arises during the period of insurance, at the renewal date we will reduce the renewal premium in line with our NCB scale applying at the renewal date. You can ask for details of the NCB scale.

If a claim arises during any period of insurance, we will reduce your NCB as follows.

If two or more claims arise in any period of insurance, we will reduce your no-claims bonus to zero at your next renewal.

No-claims bonus	Reduced to
1 year	0 years
2 years	0 years
3 years	0 years
4 years	1 year
5 years or above	2 years

Although you can protect your no claims bonus, your premium may still be affected by any claims we pay.

We will not reduce your no-claims bonus as a result of:

- one claim made for fire or theft damage in any one period of insurance
- claims for loss of keys, if this cover is shown in your schedule of insurance.
- claims made under Section 5 Windscreen cover; or
- claims made under Section 6 Breakdown assistance;
- payments (including costs and expenses) which we later get back in full.

You cannot transfer your no-claims bonus to anyone else and it may only be used on one vehicle at a time.

No claims bonus earned outside Ireland

We can accept no claims bonus documents from the Republic of Ireland, Northern Ireland, Great Britain, the EU, USA, Canada, Australia, and New Zealand.

If your no claims bonus has been earned outside of Ireland, we will contact the issuing insurer to confirm the document. If we cannot confirm the document through the issuing insurer, your no claims bonus discount may be removed and your premium increased. If the issuing insurer confirms the document is not valid, the policy may be cancelled.

Introductory bonus

An introductory bonus may be applied where you have not earned an NCB but have previous named driving experience or acceptable company car experience.

If we have applied an introductory discount to your first premium, due to driving experience you advised us of when you purchased your policy of insurance, we need proof of this driving experience within twenty-one (21) days. If you do not send us the proof within twenty-one (21) days, or the proof you send us differs from the driving experience you declared when you obtained your policy of insurance from us, we may adjust your premium to remove or recalculate the introductory bonus discount that was applied and automatically apply a charge or refund to your premium, using the payment card (or, if applicable, bank account details) we retain securely on file.

If we have reduced your first premium using an introductory bonus, we will remove the reduction if a claim arises during the period of insurance. We will do this when your policy is renewed. At that stage you can then start to earn an NCB for periods of insurance in which no claim arises.

If no claim arises during the period of insurance, the introductory bonus will apply when your policy is next renewed and at every renewal date until the introductory bonus equals or is less than the NCB reduction which would apply. The NCB you get will only take account of the period of cover we have provided under this or other motor policies in your name.

Protected no-claims bonus

You can pay an extra premium for a protected no-claims bonus extension once you have earned a no-claims bonus of four years or more. You will keep that no-claims bonus as long as no more than one claim arises during the period of insurance for which the extra premium applies. Although you can protect your no-claims bonus, Protected No Claims Bonus protects the number of years No Claims Bonus and the discount you are entitled to for these years, but is not a guarantee that the premium will not change, your premium may still be affected by any claims we pay. This cover only applies if it is shown in your schedule of insurance.

General conditions which apply to the whole policy

These general conditions apply to all sections of this policy.

Where we refer to 'you' in these conditions, it includes your personal representative.

1. We will only have to make a payment under this policy if:
   - **a** all the information provided by you and any declarations made by you, for this policy, are true and complete; and
   - **b** you or any insured person meets all the terms, conditions and endorsements of this policy; and
   - **c** you have proven you have an insurable interest in the vehicle being insured.

Cancellation

2. You may cancel the policy at any time by contacting us by phone or in writing. You have a legal obligation to return your certificate of insurance and insurance disc when cancelling an insurance policy.

   If you want to cancel within the first 14 working days of a New Business or Renewal policy, we will refund your premium for any period of insurance remaining.

   If your policy is cancelled after the first 14 working days, we will refund your premium for any period of insurance remaining, less an administration fee. Your cancellation administration fee is shown in your schedule of insurance.

   All premium refunds may only be issued as long as we have received your certificate of insurance and insurance disc.

3. If you pay monthly you have agreed to pay the premium on the due date, or dates, as set out in that agreement. If you do not make a payment on time, we can cancel the policy by sending you 10 days' written notice by post or email. We will refund your premium for any period of insurance remaining.

   If the amount you have paid at the cancellation date does not cover the premium owed, we have the right to recover the money that you owe.

   We do not refund any premium amount which is less than the amount shown in your schedule of insurance.

   All premium refunds may only be issued as long as we have received your certificate of insurance and insurance disc.

4. We may choose to cancel the policy, giving you a reason, by sending you 10 days' written notice by post or email. We will refund your premium for any period of insurance remaining.

   You must immediately return your certificate of insurance and insurance disc to avoid any action we may take against you to recover them.

Policy changes

5. You must:
   - **a** let us know the details of any new or replacement motor vehicle before you buy or change vehicles;
   - **b** pay us any extra premium we may ask for as a result of the new or replacement vehicle; and
   - **c** let us know if you sell, dispose of or change ownership of the motor vehicle. All cover for the vehicle will end and you must return the certificate of insurance and insurance disc to qualify for any refund of premium which we may allow.

   If you do not give us, and we do not confirm full details of the vehicle, the insurance will not apply to the vehicle and we will not be responsible for any accident, injury, loss, damage or liability arising as a result of any accident caused by or in connection with that vehicle.

6. You must tell us immediately about any material change to your policy, as that change may require us to reassess your cover or move you to a more suitable policy option. Examples of material changes include;
   - **a** the main user of the vehicle changes;
   - **b** you or anyone covered by this policy are charged or convicted of a motoring offence or are notified of any pending prosecutions;
   - **c** you become aware of any medical or physical condition of any driver that may affect their ability to drive;
   - **d** you wish to use the vehicle for any use not currently included in your certificate of insurance.

   This is not a full list and you should tell us about any change if you are not sure whether it is material or not.

   When you tell us about a change, we may then reassess your cover. Certain changes may not be acceptable. If you do not tell us about any relevant changes, we may:
   - **i.** reject or reduce your claim; or
   - **ii.** cancel the policy from the date of the change or the last renewal date, whichever is later.

7. If the terms of the policy change in any way, there may be an administration fee. Your administration fee is shown in your schedule of insurance.

8. We will not refund any amounts less than €10, and we will not charge any amounts which are less than €10 which arise as a result of a change to the risk. We will only refund any premium if we have received all the documents we need to carry out the alteration.

Claims

9. **a** You must report any accident, injury, loss or damage involving your vehicle or any other motor vehicle which is insured under this policy to us immediately (or by the next working day). If you do not report any accident by the next working day after the occurrence, you may not have the full protection of your policy. If any delay in reporting a claim affects our ability to minimise our losses, we may invoke the Rights of Recovery clause. We may send you an incident investigation sheet which you must fill in and return as soon as possible.

b In the event of loss of or damage to the vehicle as a result of theft or attempted theft or malicious damage, you must immediately contact the Garda and send us a copy of the Garda report. The report must say that the loss or damage was the result of theft or attempted theft or malicious damage.

c You must also write and let us know as soon as you become aware of any current or future prosecution or inquest in connection with any event for which there may be any liability under this policy.

d You, or any insured person must immediately send us any correspondence relating to any incident without signing or answering it. You, or any other insured person must co-operate fully with our investigations.
You must never accept responsibility or offer or promise payment without our written permission.

e We will be entitled to take over and carry out in your name (or in the name of any other insured person) the defence or settlement of any claim. We may prosecute, in your name or in the name of any other person (at our expense and for our benefit), to recover any amount we have paid. We will be able to decide how any proceedings or settlements are handled.

f If you make a claim, we are entitled to instruct, and give information about you and your policy, to other people such as suppliers, private investigators and loss adjustors.

g You, or any insured person must not do anything to harm our interests.

h If you make a claim, we may appoint our own repairers to carry out any repair work.

10. If, at the time any claim arises under this policy, there is any other insurance covering the same accident, injury, loss, damage or liability, we will only pay our share of any loss, damage, compensation, costs or expenses.

11. If, under the law of any country, we have to make a payment which we would otherwise not have made under this policy, we may recover any payment from you or from the person who the claim was made against.

12. You and anyone else acting for you or insured under this policy may lose all rights or partial rights under the policy if you or they make or attempt to make a fraudulent claim or exaggerate a claim.

Duty of care

13. You or any insured person must:

- **a** take all reasonable steps to prevent accidents, injuries, loss or damage;
- **b** protect the vehicle against loss or damage;
- **c** give us access, at any reasonable time, to examine the vehicle;
- **d** not leave the vehicle unlocked while unattended or leave the keys to the ignition (or device for the keyless entry system) with or near the vehicle while unattended; and
- **e** make sure the vehicle is kept in a roadworthy condition and, if necessary, has a valid NCT or equivalent road-worthiness Certificate.

For example:

- the tyre tread depth must be within the legal limits;
- all lights and mirrors installed on the vehicle must be working properly; and
- the vehicle's brakes (front and back) must be working correctly.

Drink and drugs

14. We will not provide cover for any accident, injury, loss, damage or liability if:

- **a** you or any insured person is driving while unfit to do so due to alcohol or drugs; or
- **b** you or any insured person is driving after drinking alcohol and, three hours after the accident, the amount of alcohol in the breath, blood or urine of the person driving is above the legal limit for driving; or
- **c** as a result of the accident you or any insured person is convicted of, or has a prosecution pending for, an offence involving alcohol or drugs.

If an accident happens under any of the above circumstances, then:

- **i** the cover provided in section 2,3 and 4 of the policy will not apply;
- **ii** you or any person driving must repay all the amounts we have legally had to pay to cover any claims arising from the accident; and
- **iii** we may cancel your policy.

Fraud and Misrepresentation

15. You or anyone else acting for you or insured under this policy may lose all rights or partial rights under the policy if you or they:

- **a** provide fraudulent or misrepresentative information for example, an incorrect address, no-claims bonus, date of birth, licence, occupation and so on when applying for, renewing or amending a policy;
- **b** makes or attempts to make a fraudulent claim or exaggerate a claim
- **c** provide information to support a claim that is not true and complete;
- **d** provide false or stolen documents;
- **e** deliberately fail to tell us of some or all facts relating to a policy or claim; or
- **f** make a claim for loss or damage caused by your or their deliberate or criminal act or omission or with your knowledge or involvement.
- **g** If, after a claim has been made under this policy, you become aware of information that would either support or impact the validity of that claim you must disclose such information to us.

We may also attempt to obtain a prosecution against you or any person acting for you or insured under this policy. If you provide fraudulent or misleading information, misrepresent or exaggerate a claim or provide false or stolen documents, we may also tell An Garda Siochana, other law-enforcement agencies, other companies in the Generali Group, other insurers and their agents, credit-reference agencies, fraud-prevention agencies, government agencies, regulatory authorities and other organisations concerned with fraud.

Choice of law

16. You and we may choose which law applies to this contract. Unless we agree with you otherwise, this insurance is governed by Irish law.

Rights of recovery

17. If the law requires us to pay a claim which would not otherwise have been covered by your policy, we reserve the right to recover that amount from you or the person on whose behalf we made the payment.

Currency

18. All money paid under this policy will be paid in euros.

Language and Communication Method

19. Your policy and all communications between you and us will be in English.

20. Except where we are required to send you a letter in the post for legal or regulatory purposes, we will issue all communications relating to your policy via email and/or via the Customer Portal. If you would prefer to receive information in paper and by post, please contact our Customer Services team.

Automatic Renewal

21. If you are signed up for automatic renewal, your policy will automatically renew. We will automatically use the card or bank account details that we retain securely on file to charge you for the renewal premium due on the renewal date. Your premium may change year on year.

If you are not signed up for automatic renewal and would like to sign up, you can contact us by phone or email to request this.

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

You have the right to cancel the automatic renewal of your policy at any time before your renewal date. You must advise us before the renewal date by phone or by email if you do not wish to renew your policy.

Phone: 01 5534040

Email: RedClickPersonalSales@redclick.ie

If you cancel the automatic renewal of the policy, your cover will cease at the renewal date unless you advise us to renew the policy before the renewal date.

You can find more information at the website of the Competition and Consumer Protection Commission (ccpc.ie) and going to the 'Consumers' section (ccpc.ie/consumers).

22. If our attempts to take automatic payment for your renewal premium are declined, we reserve the right to cancel your policy.

23. We reserve the right to stop your policy from automatically renewing. If we do this, we will send you a notification, before your renewal date, to advise that we are declining to renew your policy.

Payment Options

24. You can pay for your policy using your credit or debit card. You can pay in full or by monthly instalments. At renewal you can continue to pay by direct debit if, immediately before your renewal date, you were paying by direct debit.

25. Paying by credit or debit card

If you chose to pay for your new policy by credit or debit card on a monthly basis, you must pay a deposit and the balance in 10 (ten) monthly instalments, on the instalment date chosen by you at the time of purchase of your policy. The instalment date must be at least 5 (five) days after the date your policy starts.

When paying for your renewal by credit or debit card on a monthly basis, no deposit is required. Your renewal premium will be divided into 12 (twelve) monthly instalments with your due date of the first instalment being the date your policy falls due for renewal, and that same date each month thereafter.

These dates are also set out in your Payment Schedule. The Payment Schedule is available in the Customer Portal. Service charge will be payable on the monthly instalments. You can view the current service charge amount in the Schedule of Fees and Charges available before purchase and in your annual policy documents. These are available in the Customer Portal.

If you pay by credit or debit card, you authorise us and the payment service provider appointed by us to use the card details provided, to charge your card (i) with the agreed amount on the date of purchase and (ii) if you are paying monthly, with the agreed amounts on the monthly instalment dates.

26. If you are paying for your policy monthly, you must make sure that your payments are kept up to date and advise us of any change to your card or bank account details that might affect our ability to charge your card or bank account for the agreed amounts. If you do not advise us of a change to your card or bank account details and this results in a missed payment, or you miss a payment for any other reason, we may cancel your policy in accordance with the Cancellation section of the general conditions.

All premiums we quote include all statutory charges.

Retention and Use of Payment Information

27. We may retain and use the payment card or bank account details provided to us for purposes relating to the administration of your policy. Such purposes include:

- **i** Automatically charging the renewal premium where your policy automatically renews, unless you advise us that you do not wish to renew your policy and do so before your renewal date has passed;
- **ii** Applying any charge related to any change you make to your policy during the period of insurance which results in an adjustment to your premium or the application of an administration fee; and
- **iii** Automatically applying a charge, if we become aware that certain information provided by you when purchasing your policy (for example the NCB), and used by us to calculate your premium, is inaccurate and this results in an adjustment to your premium or in the application of an administration fee.

We will notify you in advance before we apply any charge automatically, without your express authorisation, to your card or via direct debit method. If you pay monthly, the notification of your monthly instalments will be provided in the form of the Payment Schedule, available in the Customer Portal. It is important that you advise us of any change to your contact details.

We may receive automatic updates from your bank to keep the payment card information we retain and use up to date. This does not take away from your responsibility to advise us of any change to your payment card information that might affect our ability to charge your card for the notified amounts.

General exceptions which apply to the whole policy

These general exceptions apply to all sections of this policy.

We will not provide cover for any of the following.

1. Any accident, injury, loss, damage or liability if the vehicle is being driven by or used for a purpose not described in the certificate of insurance.
2. We will not provide cover if the insured person is entitled to claim or is covered under any other policy.
3. We will not cover the driver unless;
   - **a** they hold a valid licence or valid learner permit to drive the vehicle and are not currently banned from driving; and
   - **b** they meet the conditions and any limits of the driving licence.
   - **c** they are accompanied by a fully licenced driver at all times, if the driver holds a learner permit.
4. Any liability an insured person has under an agreement which they would not have had if the agreement did not exist.
5. Loss, damage or liability:
   - **a** directly caused by pressure waves from aircraft and other flying objects travelling at or above the speed of sound;
   - **b** caused by an earthquake or underground fire;
   - **c** caused by pollution or contamination, unless it is caused by a sudden, identifiable, unexpected and accidental incident which happens during the period of insurance;
   - **d** resulting from using the vehicle at any event during which the vehicle may be driven on a motor racing track, derestricted toll road (with no speed limit) or at any off-road event; or
   - **e** caused by using the vehicle in or on any area where aircraft normally land, take off, move or park.
6. We will not cover any loss, damage or legal liability directly or indirectly caused by:
   - **a** ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from burning nuclear fuel; or
   - **b** the radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or any part of it.
7. We will not cover any loss or damage or legal liability caused directly or indirectly by war, riot, revolution, any act of terrorism or any similar event, other than where we must provide cover under the relevant road traffic legislation.
8. Any damage resulting from a deliberate act committed by you or any person insured under the policy.

9. Failure of computers and electrical equipment, information technology hazards and cyber risks

(i) Any loss or damage caused directly or indirectly from:

a. any personal and business computer, other electrical equipment, part or program failing to correctly recognise any date as its true calendar date; or

b. computer viruses; or

c. an information technology event.

(ii) Any direct or indirect loss, damage, liability, claim, cost or expense of whatsoever nature, including but not limited to any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any computer data and any amount pertaining to the value of such computer data, caused solely by a cyber act and / or a cyber incident.

Section 1 Liability to others

Definition of 'insured person'

For the purpose of insurance under this section, an 'insured person' includes any one of the following.

1. You, the policyholder.
2. Any person driving the vehicle who is entitled to do so under your current certificate of insurance (other than any person in the motor trade driving the vehicle for the purpose of repairing or maintaining it).
3. The employer or business partner of any person whose business use is allowed under the terms of the certificate of insurance. This applies as long as the vehicle does not belong to that person and is not hired or leased by or to them.
4. Any person using (but not driving) the vehicle with your permission for social, domestic and pleasure purposes.
5. Any person travelling in or getting into or out of the vehicle.
6. The personal representative of any of the people named above (following the person's death) but only for the liability of the person who has died.

We will insure the insured person against legal liability for damages (including the related costs and expenses) for death or bodily injury to any person and damage to property arising as a result of an accident by or in connection with the vehicle.

We will not pay more than €30,000,000 for damage to property arising from any one claim or number of claims arising out of one cause.

Trailers

We will extend the cover provided by this section to meet the requirements of the Road Traffic Act if you use any trailer which you own, have hired or have borrowed in connection with the vehicle insured under this policy. The terms, conditions and exceptions of the policy still apply.

Legal costs

We will pay for the following legal costs related to an event which is covered by this section.

a Fees for a solicitor we appoint to represent you at a coroner's inquest or fatal accident enquiry.

b Fees for legal representatives that we ask to defend you against a charge of manslaughter or causing death by careless or dangerous driving if we decide there is a reasonable chance of success.

Foreign use

Your policy provides the minimum cover you need by law to use the vehicle in:

a any country which is a member of the European Union; and

b any other country which has made arrangements to meet the minimum insurance requirements of the Commission of the European Union.

We will automatically extend this to provide your full policy cover (as shown in the schedule of insurance) for these countries for up to 93 days in any one period of insurance.

We have appointed claims representatives available abroad who will assist you with your claim. You can find their details on our website under https://www.redclick.ie/car-insurance/car-insurance-benefits.

The following cover does not apply while you are using your car abroad.

- Section 6- Breakdown assistance
- Section 7-Driving other cars

If you need cover for a longer period or if you want to travel to any other country, you must:

a ask us to provide cover before the date you leave;
b tell us the date you will be leaving and the date you will be returning;
c tell us which countries you are visiting; and
d pay any extra premium necessary.

Certain requests may not be acceptable.

Exceptions to section 1

1. We will not cover loss of or damage to property owned by or in the charge of the insured person.
2. We will not provide cover if the insured person is entitled to claim payment, or has cover, under any other policy.
3. We will not cover damages to or loss of:
   - **a** any vehicle in connection with which we provide cover under this section;
   - **b** any trailer; or
   - **c** any mechanically-propelled vehicle which cannot be driven and is attached to a vehicle covered by this policy or any property carried in or on that trailer or mechanically-propelled vehicle.
4. We will not cover death or injury to any person which arises out of the course of their employment by any insured person, except where it must be covered under the road traffic legislation.
5. We will not cover any claim resulting from carrying, preparing, selling or supplying of any goods, food or drink from the Insured Vehicle.
6. We will not cover death or bodily injury to any person while being carried in or on any trailer, semi-trailer or caravan, whether attached or not to the insured vehicle or any other vehicle covered by this policy.
7. We will not cover liability for death, injury or damage when the Insured Vehicle is not on a public road and is in the process of being loaded or unloaded by any person other than the insured, the driver or attendant of the Insured Vehicle.
8. We will not cover Death or Bodily injury to any person driving or in charge of the vehicle.

Section 2 Own damage

This section only applies if it is shown in the schedule of insurance

This section covers loss of or damage to the vehicle or its accessories and spare parts (whether on or in it, or in your private garage). We will choose whether to repair or replace the vehicle or any part of it or its accessories or spare parts, or pay to cover the amount of the loss or damage.

If replacement parts or accessories are not available or are out of stock from the manufacturer's European representative or agents, you will have to pay the extra cost of transporting them from elsewhere and any extra cost above the manufacturer's European parts list price.

If your vehicle is three years old or more, or if it has been imported, we may decide to repair it with parts which have not been made by your vehicle's manufacturer, but are of a similar standard. You must let us know immediately about any incident involving loss or damage to the vehicle. You must not pay or agree to pay any expenses to repair any damage without getting our authority beforehand. (Also see general condition 9).

If the vehicle is under a hire-purchase or leasing agreement, we may repair or replace the vehicle or pay the legal owner for any loss or damage. We will then have no further liability for the loss or damage.

For claims made under this section the following benefits apply:

Radio, audio and navigation equipment

For loss or damage to radio-receiving or transmitting equipment, audio equipment or electronic navigation equipment permanently fixed to the vehicle, the most we will pay is:

a 5% of the current market value of the vehicle before the accident happened; or
b €635; whichever is lower.

The policy does not cover the loss of or damage to mobile phones and their accessories or spare parts.

Charging Cables

We will cover loss or damage to your electric car charging cable, up to a limit of €500, we will not reduce your no-claims bonus for one (1) claim of this kind in any one period of insurance.

Total loss claims

A total loss is where the vehicle is no longer economical to repair, cannot be repaired or has been stolen and not found.

If the vehicle is a total loss we will pay either the value declared by you or the market value of the vehicle immediately before the loss or damage happened, whichever is the lower.

The market value of the vehicle will be based on our engineer's assessment with reference to industry guides.

New car replacement

If within 12 months of having bought the vehicle as new, it is damaged, provided there is not more than 25,000kms on the odometer, and the cost of repairs will be more than 60% of the manufacturer's list price, including taxes, we will replace it with a new vehicle of the same make and model. However, we will not pay for a replacement vehicle if the replacement cost is more than the market value.

We will only do this if a replacement vehicle is available in the Republic of Ireland and if you or the legal owner agree. If a replacement vehicle is not available, we will pay either the value declared by you or the market value of the vehicle immediately before the loss happened, whichever is the lower.

Accident recovery

We will also pay the reasonable cost of protecting the vehicle and moving it to the nearest repairer if, as a result of any loss or damage insured under this section, the vehicle cannot be driven. We will pay storage fees up to a maximum cost of €350. We will pay the reasonable cost of delivering it to you after the repair. However, we will not pay more than the reasonable cost of transporting it to your address, as shown in the schedule of insurance.

Fire brigade charges

We will pay for local-authority charges (in line with the Fire Services Act 1981) for putting out a fire in your vehicle if the fire gives rise to a valid claim under the policy, or for removing the driver or passengers from your vehicle using cutting equipment. The most we will pay is €2,200.

Medical expenses

We will pay for medical expenses up to €135 for each person injured if the vehicle is involved in an accident as long as there is no cover in force under another motor insurance policy.

Hotel expenses

If the vehicle cannot be driven after an accident or loss covered under section 1 of this policy, we will pay up to €65 for the driver (or €135 for all the people in the vehicle) towards the cost of hotel expenses for an overnight stop if this is necessary.

Hire car after theft

If your vehicle has been stolen and is not recovered within 24 hours, we will provide a replacement car for up to ten days or until your car is recovered whichever is sooner.

It is your responsibility to make sure you meet the car hire conditions. These may include, but are not limited to, having a full driving licence without endorsements, paying a deposit by credit-card and returning the car to the pick-up point.

Once you tell us the registration number, the vehicle will be automatically insured under this policy. If the hire car is lost or damaged, we will decide how and where the car is repaired or replaced.

We will not pay for:
a using the hire vehicle outside the territorial limits;
b the cost of fuel;
c collection and delivery charges;
d any extra costs for using a car that is better than our standard hire car (our standard hire car is usually a class-A vehicle); or any costs where the hire car is not returned on time.

Courtesy car

If your vehicle is repairable under this section of your policy, and if one is available, we may provide you with a courtesy car while your vehicle is being repaired by one of our recommended repairers. If your vehicle is not driveable but is repairable, we will aim to provide you with a courtesy car within three working days of accepting that you have a valid claim under this section of the policy. We will provide a car for up to a maximum of 10 days.

If your vehicle is declared a Total Loss, we will provide you with a courtesy car within 3 working days of accepting that you have a valid claim under this policy up to a maximum of 7 days.

It is your responsibility to make sure you meet the car hire conditions. These may include, but are not limited to, having a full driving licence without endorsements, paying a deposit by credit-card and returning the car to the pick-up point.

Once you tell us the registration number, the courtesy car will be automatically insured under this policy, if it is supplied by one of our recommended repairers. If the courtesy car is lost or damaged, we will decide how and where the courtesy car is repaired or replaced.

Loss of keys

You can pay an extra premium to have loss of keys cover. This cover applies if shown in your schedule of insurance.

If the car keys or lock transmitter of the vehicle are lost or stolen, we will pay the cost of replacing
a the door and boot locks;
b the ignition and steering lock; and
c the lock transmitter;

The most we will pay is €850 in any one period of insurance. Please note that this cover is subject to an excess which is displayed in your Schedule.

Personal accident

You can pay an extra premium to have Personal accident cover. This cover applies if shown in your schedule of insurance.

We will pay you (the policyholder) or your legal representative €6,500 if you are accidentally injured while travelling in or getting into or out of the vehicle and within three months this injury alone results in:

a death;
b permanent loss of sight in one or both eyes; or
c loss of one or more limbs.

The most we will pay in any one period of insurance is €6,500.

We will not pay this benefit for:

a any injury or death resulting from suicide or attempted suicide; or
b anyone who is driving while unfit to do so due to alcohol or drugs at the time of the accident.

Exceptions to section 2

We will not cover:

1. loss of value, depreciation, wear and tear, mechanical, electrical, electronic, computer or computer software failure or breakdown;
2. damage to tyres caused by using the brakes or by road punctures, cuts or bursts;
3. loss of use or other indirect loss such as loss of earnings or travel costs;
4. damage to the vehicle or its accessories and spare parts caused by the contents or goods carried in or on it;
5. loss of or damage to personal belongings;
6. loss or damage as a result of deception or fraud;
7. loss or damage arising from theft or attempted theft if the vehicle is left unlocked or if the keys to the ignition (or device for the keyless entry system) are left in or near your vehicle while it is unattended;
8. loss or damage to the vehicle if it is taken or driven without your permission by a member of your family, anyone who normally lives with you or an invited guest of the home, unless they are prosecuted for taking the vehicle without your permission and you must assist fully with the prosecuting authorities;
9. any part of a repair or replacement which improves your vehicle beyond its condition before the loss or damage took place;
10. loss or damage as a result of the vehicle being filled with wrong or contaminated fuel or any other substance;
11. loss or damage by any driver who has been disqualified from driving or has failed to give details of penalty points or motoring convictions (if any);
12. loss or damage due to any government, public or local authority legally taking, keeping or destroying your vehicle;

13. the first amount, as shown in the schedule of insurance, of each claim (the excess);
14. loss or damage to the vehicle if it does not hold a valid NCT or equivalent road-worthiness Certificate at the time of the loss;
15. loss or damage by any learner permit driver who is not accompanied by a full driving licence holder in accordance with the Road Traffic Legislation and any other regulations which apply to such learner permit holders while driving;
16. a courtesy car where the only repairs required are to damaged or broken glass in the windscreen or windows of the vehicle;
17. the cost of parts or the cost of importing parts or accessories for your vehicle from outside the European Union;
18. for all non-European or imported vehicles we will only pay the cost of parts available for a similar standard European model readily available in the Republic of Ireland market;
19. Loss or damage caused by vermin or rodents.

Section 3 Fire cover

This section only applies if it is shown in the schedule of insurance.

This section covers loss of or damage to the insured vehicle or its accessories and spare parts (whether on or in it, or in your private garage), as a result of fire, lightning or explosion. We will choose whether to repair or replace the vehicle or any part of it or its accessories or spare parts, or pay to cover the amount of the loss or damage.

Where indemnity is provided under the policy requiring the replacement of any part(s) in order to repair the insured vehicle, where such part(s) are not obtainable or are out of stock from the manufacturer's European representatives or agents, then the policyholder shall bear the cost of such replacement over and above the price indicated in the latest manufacturer's price list.

If your vehicle is three years old or more, or if it has been imported, we may decide to repair it with parts which have not been made by your vehicle's manufacturer, but are of a similar standard. You must let us know immediately about any incident involving loss or damage caused by fire, lightning or explosion to the vehicle. You must not pay or agree to pay any expenses to repair any damage without getting our authority beforehand. (Also see general condition 8).

If the vehicle is under a hire-purchase or leasing agreement, we may repair or replace the vehicle or pay the legal owner for the loss or damage. We will then have no further liability for the loss or damage.

For claims made under this section the following benefits apply:

Radio, audio and navigation equipment

For loss or damage to radio-receiving or transmitting equipment, audio equipment or electronic navigation equipment permanently fixed to the vehicle, the most we will pay is:

a 5% of the current market value of the vehicle before the accident happened; or
b €635; whichever is lower.

The policy does not cover the loss of or damage to mobile phones and their accessories or spare parts.

Total loss claims

A total loss is where the vehicle is no longer economical to repair, cannot be repaired as a result of Fire Damage. If the vehicle is a total loss we will pay either the value declared by you or the market value of the vehicle immediately before the loss or damage happened, whichever is the lower. The market value of the vehicle will be based on our engineer's assessment with reference to industry guides.

New car replacement

If within 12 months of having bought the vehicle as new, it is damaged as a result of Fire, and the cost of repairs will be more than 60% of the manufacturer's list price, including taxes, we will replace it with a new vehicle of the same make and model. However, we will not pay for a replacement vehicle if the replacement cost is more than the market value. We will only do this if a replacement vehicle is available in the Republic of Ireland and if you or the legal owner agree. If a replacement vehicle is not available, we will pay either the value declared by you or the market value of the vehicle immediately before the loss happened, whichever is the lower.

Accident recovery

We will also pay the reasonable cost of protecting the vehicle and moving it to the nearest repairer if, as a result of any loss or damage insured under this section, the vehicle cannot be driven. We will pay storage fees up to a maximum cost of €350. We will pay the reasonable cost of delivering it to you after the repair. However, we will not pay more than the reasonable cost of transporting it to your address, as shown in the schedule of insurance.

Fire brigade charges

We will pay for local-authority charges (in line with the Fire Services Act 1981) for putting out a fire in your vehicle if the fire gives rise to a valid claim under the policy, or for removing the driver or passengers from your vehicle using cutting equipment. The most we will pay is €2,200.

Exceptions to section 3

We will not cover:

1. loss or damage which is not caused by fire, lightning or explosion;
2. loss of value, depreciation, wear and tear, mechanical, electrical, electronic, computer or computer software failure or breakdown;
3. loss of use or other indirect loss such as loss of earnings or travel costs;
4. loss of or damage to the vehicle or its accessories and spare parts caused by the contents or goods carried in or on it;
5. loss of or damage to personal belongings;
6. loss or damage as a result of deception or fraud;
7. any part of a repair or replacement which improves your vehicle beyond its condition before the loss or damage took place;
8. loss or damage as a result of the vehicle being filled with wrong or contaminated fuel or any other substance;
9. loss or damage due to any government, public or local authority legally taking, keeping or destroying your vehicle;
10. loss or damage if the insured or any insured driver has been disqualified from driving or has failed to give details of penalty points or motoring convictions (if any);

11. the first amount of each claim, as shown in the schedule of insurance (the excess);

12. loss or damage to the vehicle if it does not hold a valid NCT or equivalent road-worthiness Certificate at the time of the loss.

13. loss or damage if any learner permit holder driving or in charge of the vehicle is not accompanied by a full driving licence holder in accordance with the Road Traffic Acts and any other regulations which apply to such learner permit holders;

14. the cost of parts or the cost of importing parts or accessories for your vehicle from outside the Europe. For all non-European or imported vehicles we will only pay the cost of parts available for a similar standard European model readily available in the Republic of Ireland market.

Section 4 Theft cover

This section only applies if it is shown in the schedule of insurance.

This section covers loss of or damage to the insured vehicle or its accessories and spare parts (whether on or in it, or in your private garage), as a result of theft or attempted theft. We will choose whether to repair or replace the vehicle or any part of it or its accessories or spare parts, or pay to cover the amount of the loss or damage.

Where indemnity is provided under the policy requiring the replacement of any part(s) in order to repair the insured vehicle, where such part(s) are not obtainable or are out of stock from the manufacturer's European representatives or agents, then the policyholder shall bear the cost of such replacement over and above the price indicated in the latest manufacturer's price list.

If your vehicle is three years old or more, or if it has been imported, we may decide to repair it with parts which have not been made by your vehicle's manufacturer, but are of a similar standard. You must let us know immediately about any incident involving loss or damage caused by theft or attempted theft to the vehicle. You must not pay or agree to pay any expenses to repair any damage without getting our authority beforehand. (Also see general condition 8).

If the vehicle is under a hire-purchase or leasing agreement, we may repair or replace the vehicle or pay the legal owner for any loss or damage. We will then have no further liability for the loss or damage caused by theft or attempted theft of the vehicle.

For claims made under this section the following benefits apply:

Radio, audio and navigation equipment

For loss or damage to radio-receiving or transmitting equipment, audio equipment or electronic navigation equipment permanently fixed to the vehicle, the most we will pay is:

a 5% of the current market value of the vehicle before the accident happened; or
b €635; whichever is lower.

The policy does not cover the loss of or damage to mobile phones and their accessories or spare parts.

Total loss claims

A total loss is where the vehicle is no longer economical to repair, cannot be repaired as a result of theft or attempted theft or has been stolen and not found.

If the vehicle is a total loss we will pay either the value declared by you or the market value of the vehicle immediately before the loss or damage happened, whichever is the lower.

The market value of the vehicle will be based on our engineer's assessment with reference to industry guides.

New car replacement

If within 12 months of having bought the vehicle as new, it is damaged as a result of theft or attempted theft and the cost of repairs will be more than 60% of the manufacturer's list price, including taxes, we will replace it with a new vehicle of the same make and model. However, we will not pay for a replacement vehicle if the replacement cost is more than the market value. We will only do this if a replacement vehicle is available in the Republic of Ireland and if you or the legal owner agree.

If a replacement vehicle is not available, we will pay either the value declared by you or the market value of the vehicle immediately before the loss happened, whichever is the lower.

Accident recovery

We will also pay the reasonable cost of protecting the vehicle and moving it to the nearest repairer if, as a result of any loss or damage insured under this section, the vehicle cannot be driven. We will pay storage fees up to a maximum cost of €350. We will pay the reasonable cost of delivering it to you after the repair. However, we will not pay more than the reasonable cost of transporting it to your address, as shown in the schedule of insurance.

Exceptions to section 4

We will not cover:

1. loss or damage which is not caused by theft or attempted theft;
2. loss of value, depreciation, wear and tear, mechanical, electrical, electronic, computer or computer software failure or breakdown;
3. loss of use or other indirect loss such as loss of earnings or travel costs;
4. loss of or damage to the vehicle or its accessories and spare parts caused by the contents or goods carried in or on it;
5. loss of or damage to personal belongings;
6. loss or damage as a result of deception or fraud;
7. loss or damage arising from theft or attempted theft if the vehicle is left unlocked or if the keys to the ignition (or device for the keyless entry system) is in or near your vehicle while it is unattended;
8. loss or damage to the vehicle if it is taken or driven without your permission by a member of your family, anyone who normally lives with you or an invited guest of the home, unless they are prosecuted for taking the vehicle without your permission and you must assist fully with the prosecuting authorities;
9. any part of a repair or replacement which improves your vehicle beyond its condition before the loss or damage took place;
10. loss or damage if the insured or any insured driver has been disqualified from driving or has failed to give details of penalty points or motoring convictions (if any);

11. loss or damage by any driver who has been disqualified from driving or has failed to give details of penalty points or motoring convictions (if any);

12. the first amount of each claim, as shown in the schedule of insurance (the excess);

13. loss or damage to the vehicle if it does not hold a valid NCT or equivalent road-worthiness Certificate at the time of the loss;

14. loss or damage if any learner permit holder driving or in charge of the vehicle is not accompanied by a full driving licence holder in accordance with the Road Traffic legislation and any other regulations which apply to such learner permit holders;

15. the cost of parts or the cost of importing parts or accessories for your vehicle from outside the Europe. For all non-European or imported vehicles we will only pay the cost of parts available for a similar standard European model readily available in the Republic of Ireland market.

Section 5 Windscreen cover

This section only applies if it is shown in the schedule of insurance.

We will pay the cost of repairing or the cost (less the excess) of replacing damaged or broken glass in the windscreen or windows of the vehicle, as long as there has not been any other loss or damage.

Where an excess applies to your claim we will require payment of the excess by credit / debit card before the windscreen replacement will be carried out.

Claims under this section will not affect your no-claims bonus.

If you need your windscreen repaired or replaced, you should call our approved windscreen specialists on the number shown opposite. You must give the policy number when calling for assistance. If your policy cover can't be confirmed on the call and/or if an excess applies, your credit / debit card details will be required. We will only carry out a repair if it is safe to do so. The decision on the safest option will be made by the glass technician.

If glass needs to be replaced, our windscreen vendor will decide on the source of the replacement glass and will fit glass of no lesser quality to that already in the vehicle.

If there are any delays in obtaining replacement glass from the distributor, our approved windscreen specialists will carry out a temporary repair or replacement to safely protect the vehicle while we await the replacement glass.

We will need to confirm all claims before any repair or replacement work is carried out.

24-hour windscreen helpline
1800 944 435
00 800 88 0 88 228
(If calling from outside the Republic of Ireland)

Exceptions to section 5

We will not pay for:

1. the excess shown in the schedule of insurance (the windscreen excess) – this excess will not apply if the glass is repaired and not replaced;
2. any amount over €150 (less the excess) for replacement or €50 for repair if the work is not carried out by our approved windscreen specialists;
3. any more than two claims under this section during the period of insurance;
4. damaged or broken glass in sunroofs, glass roofs or panoramic sunroofs;
5. damaged or broken glass to vehicles that are temporarily covered;
6. damage caused by wear and tear or negligence; or
7. the cost of parts or the cost of importing parts or accessories for your vehicle from outside the Europe. For all non-European or imported vehicles we will only pay the cost of parts available for a similar standard European model readily available in the Republic of Ireland market;
8. any loss of use or other indirect loss such as loss of earnings or travel costs.

Section 6 Breakdown assistance

This section only applies if it is shown in the schedule of insurance.
Using this breakdown assistance will not affect your no-claims bonus.

Definitions

For the purpose of this section, the following definitions apply as well as those on pages 3 and 4.

a **You, your** – any person driving the vehicle who is driving with the policyholder's permission.

b **Passengers –** all non-fare-paying passengers (not including hitch-hikers) in the vehicle at the time you need help.

c **Labour –** the cost of the call-out and up to one hour's labour charged by the repairer we instruct, as long as the repair is carried out at the scene and not at the repairer's premises. A repair may only be carried out at the scene if the vehicle is in a safe position to do the repair.

d **Breakdown –** mechanical breakdown, flat battery, fire, attempted theft, malicious damage, punctures that need help to fix or replace a wheel, lost keys, stolen keys, keys broken in the lock or locked in the vehicle.

e **Vehicle –** the vehicle described in the schedule of insurance of this policy together with a towed caravan or trailer. Each must not weigh more than the maximum legal laden weight of 3,500kg and be no bigger than 7 metres long, 3 metres high and 2.25 metres wide.

24-hour breakdown assistance helpline
091 560 636
00353 91 560636
(Northern Ireland & United Kingdom)

Benefits

If you cannot drive the vehicle as a result of a breakdown, we will arrange and pay for:

1. one hour's labour at the roadside or at your home, including refuelling or towing to the nearest charge point; and
2. towing the vehicle to the nearest garage which can carry out an effective repair or to a garage of your choice, whichever is closer.

Completing the journey

Breakdown in the Republic of Ireland and Northern Ireland

If the repairs cannot be completed where the vehicle broke down and you are away from home (at least 3 kilometres), we can arrange and pay up to €150 for one of the following.

1. Transport for you and your passengers to your intended destination within the territorial limits;

2. use of a replacement vehicle for up to 48 hours while repairs are being carried out; or
3. bed-and-breakfast-only accommodation for one night only while repairs are being carried out, up to €35 for each person and €150 in total.

If the vehicle is repaired, we will provide the cost of public transport for you to collect the vehicle.

Breakdown in England, Scotland and Wales (including the Isle of Man and Channel Islands)

If the repairs cannot be completed where the vehicle broke down, we can arrange and pay for a replacement car for up to 48 hours, up to £100 sterling.

If the car cannot be repaired before the departure date, we will cover the cost of towing the car to the port you are leaving from, up to £250 sterling.

The help provided depends on the options available to us at the time. Depending on the incident, we will decide what is the most suitable form of help. If you do not accept this decision, we will not pay more than the cost of the help we recommended.

Message relay

We will pass on up to two urgent telephone messages for you.

Theft of a vehicle in Ireland

If the vehicle has been stolen and not recovered by the end of the working day that the theft occurred, we will arrange and pay to transport any insured person on one direct journey to the policyholder's address or original destination within the territorial limits.

Conditions to section 6

We will not pay for any expense or help that has not been authorised through our 24-hour helpline. If we are unable to confirm authorisation at the outset, we will offer assistance with payment by a credit card. If we can confirm authorisation at a later time, any payment made by you will be refunded.

1. We will not be responsible to you if we are not able to provide the services set out in this section caused by the following.
   - **a** The car-hire conditions for replacement vehicles. These may include, but are not limited to, a full driving licence without endorsements, a credit-card deposit and the car being returned to the pick-up point.
   - **b** Government control or restrictions.
   - **c** Any other act or failure to act of any local, national or international public authority (including the Government), or any supplier, agent or other person.
   - **d** Labour disputes or difficulties.
   - **e** Any other cause beyond our reasonable control.

2. You must be with the vehicle when the repairer arrives. If you are not with the vehicle and our repairer cannot help you, you will have to pay for any further help you get.
3. You must give the policy number when calling for assistance. If your policy cover can't be confirmed on the call, your credit / debit card details will be required.
4. The vehicle must be maintained in line with the manufacturer's recommendations and kept in a roadworthy condition.
5. We may refuse assistance if you knowingly provide false or misleading information.

Exceptions to section 6

We will not pay for any:

1. any consequential loss arising from using the assistance services (consequential loss is an additional loss caused by a Recovery Provider assisting or failing to assist you);
2. expense you can claim from any other source;
3. breakdown assistance requests arising from any accident or breakdown brought about by a wilful or deliberate act carried out by you;
4. cost of repairing the vehicle other than the labour;
5. cost of any parts, keys, lubricants, fluids or fuel needed for the vehicle;
6. breakdown assistance requests caused by fuels or other flammable material, explosives or poisonous substances carried in the vehicle;
7. breakdown assistance requests where the vehicle is carrying more passengers or towing a greater weight than which it was designed for;
8. damage to the vehicle if you are locked out of the vehicle and we have to use force to get into it;
9. breakdown outside the territorial limits; or
10. more than three call-outs during each period of insurance.
11. breakdown assistance requests if the insured vehicle has been modified or is taking part in racing, trials, rallying or criminal conduct;
12. If you cancel a breakdown assistance call-out, you are not eligible for another callout for that cancelled assistance;
13. recurring breakdown assistance requests due to the same cause where a permanent professional repair has not been undertaken to correct the fault;
14. breakdown assistance requests if the driver appears to be under the influence of drugs or alcohol at the time of the assistance;
15. breakdown assistance requests if the vehicle is inaccessible or in an off-road location, or for any breakdown assistance requests arising as a direct result of driving the insured vehicle on unsuitable ground;
16. any more than the cost of the assistance we recommended.

Section 7 Driving other cars

This section only applies if it is shown in the schedule of insurance.

If your certificate of insurance says so, we will also cover you, the policyholder, for your liability to other people while you are driving any other private car which you do not own or have not hired under a hire-purchase or lease agreement, as long as:

1. the other private car is not owned by your spouse/partner/cohabitant or employer or hired to them under a hire- purchase or lease agreement;
2. you currently hold a full Irish, full United Kingdom (UK) or full European Union (EU) driving licence;
3. the use of the other private car is covered in your certificate of insurance;
4. there is a current insurance policy in place in another person's name that covers the other private car;
5. you are not covered under any other policy to drive the other private car;
6. you have the owner's permission to drive the other private car;
7. the other private car is not more than 15 years old;
8. the other private car is in a roadworthy condition and holds a valid NCT or equivalent road-worthiness Certificate;
9. the vehicle is not being driven outside the territorial limits; and
10. you still have the insured vehicle and it holds a valid NCT or equivalent road-worthiness Certificate and is in a roadworthy condition.

This extension applies while being driven within the territorial limits and only to private passenger cars. It does not include:

- vans;
- car-vans;
- crew cabs;
- jeep-type vehicles with no seats in the back;
- vans adapted to carry passengers; or
- any vehicles taxed commercially.

Section 8 Loss of keys

You can pay an extra premium to have loss of keys cover. This cover applies if shown in your schedule of insurance.

If the car keys or lock transmitter of the vehicle are lost or stolen, we will pay the cost of replacing:

a the door and boot locks;
b the ignition and steering lock; and
c the lock transmitter;

The most we will pay is €850 in anyone period of insurance. Please note that this cover is subject to an excess which is displayed in your Schedule.

Section 9 Personal accident

You can pay an extra premium to have Personal accident cover. This cover applies if shown in your schedule of insurance.

We will pay you (the policyholder) or your legal representative €6,500 if you are accidentally injured while travelling in or getting into or out of the vehicle and within three months this injury alone results in:

a death;
b permanent loss of sight in one or both eyes; or
c loss of one or more limbs.

The most we will pay in any one period of insurance is €6,500.

We will not pay this benefit for:

a any injury or death resulting from suicide or attempted suicide; or
b anyone who is driving while unfit to do so due to alcohol or drugs at the time of the accident.

Customer care

We are committed to providing all our customers and claimants with a high standard of service at all times. We realise that things can go wrong and there may be times when you feel our service has let you down. As a valued customer, you have the right to complain.

1. Please contact our staff first to see if we can resolve any concerns you may have. Phone 01 5534040.
2. If you are not happy with our response, you can send your concerns in writing to our Customer Service Manager at:

   RedClick,
   5 Town Hall Place,
   Farnham Street,
   Cavan, Co. Cavan,
   Ireland, H12V9F5

   E-mail: feedback@redclick.ie
3. We will phone you or write to you to let you know we have received your complaint.
4. Our staff will try to resolve your complaint immediately. If this is not possible, we promise to acknowledge your complaint within 5 business days of receiving it. In the unlikely event that we have not resolved your complaint within 20 business days of receiving it, we will write and let you know why and what further action we will take.
5. If you are not satisfied with our decision or if we haven't given you a decision after 40 business days, you have the right to refer your complaint to the Insurance Ombudsman at:

   The Financial Services and
   Pensions Ombudsman Lincoln House
   Lincoln Place, Dublin 2
   D02 VH29.

   Tel: (01) 567 7000

   Email: info@fspo.ie Website: www.fspo.ie

Alternatively, any dispute between you and us about our liability for a claim or the amount to be paid, where the amount of the claim is €5,000 or more, must be referred within 12 months of the dispute arising, to an arbitrator appointed jointly by you and us. If we cannot agree on an arbitrator, the President of the Law Society of Ireland will appoint an arbitrator. If you do not refer such a dispute to arbitration within 12 calendar months of the dispute arising, the claim shall be deemed to have been abandoned.

We value feedback and welcome it as an opportunity to improve our service.

Insurance Act 1936

All money which becomes due under this policy will be paid in the Republic of Ireland in line with section 93 of the Insurance Act 1936.

Stamp Duties Consolidation Act 1999

Stamp duty has been or will be paid to the Revenue Commissioners in line with section 5 of the Stamp Duties Consolidation Act 1999.

Customer conduct

Our staff members come to work to provide great customer service, to listen to concerns and treat all customers fairly and with courtesy. We also expect our staff members to be treated with respect and therefore will not tolerate unreasonable, abusive or threatening behaviour.

Unreasonable conduct can include:

- Threats of violence, abuse of staff members, rude, offensive or aggressive conduct;
- Unreasonable persistence;
- Unreasonable demands;
- Unreasonable lack of co-operation;
- Unwillingness to comply with RedClick procedures.

Staff members who directly experience unreasonable behaviour may deal with the behaviour at the time of the incident in a manner they consider appropriate which may include politely terminating a conversation. These decisions will only be made in exceptional circumstances and where all reasonable efforts have been made to find an alternative solution.

If the unreasonable behaviour continues, we may regretfully have to take action to restrict unnecessary contact. The decision to restrict contact will only normally be taken after we have reviewed the service given by to the customer. Any restrictions put in place will be appropriate and proportionate.

Privacy

Generali España de Seguros y Reaseguros, S.A., acting through its Irish Branch (trading in Ireland as 'RedClick'), is the data controller of your personal data, which will be processed in order to provide our insurance services to you, as well as to comply with our legal obligations. In addition, where you have told us that you are happy to receive marketing information from us, we will process your personal data in order to send you marketing communications about RedClick's products. You may exercise your rights to access, rectify, erase, restrict, object to the processing of your data or revoke your consent, among other data protection rights, by sending an email to DataProtectionOfficer@redclick.ie.

You can find more information on the processing of your personal data, as well as regarding data recipients in our Customer Data Privacy Notice, which you may either request by email to DataProtectionOfficer@redclick.ie or find in our website.

Breakdown Assistance is administered by MAPFRE ASISTENCIA Compañía Internacional de Seguros y Reaseguros, S.A., trading as 'MAWDY'. For information on how MAWDY use and share your data, please visit www.mawdy.ie/PN.pdf

In the event of an accident

- Contact our 24 Hour Claims Helpline on 01 5534020.
- Obtain contact details and insurance particulars for other parties involved and the names and addresses of any witnesses to the incident.
- To protect your legal rights, liability should never be admitted at any stage.
- Report all incidents to the Gardai immediately.

Our commitment to you

- We understand that this can be a distressing time for you.
- Our priority, following your loss, is to ensure your claim's experience is fair, efficient, prompt and transparent.
- We will immediately appoint a dedicated person to manage all aspects of your claim at no cost to you.

RedClick,
5 Town Hall Place,
Farnham Street,
Cavan, Co. Cavan,
Ireland, H12V9F5

Tel: 1800 89 1890 (ROI)

www.redclick.ie

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