

AdvantageFirst

For Motoring Peace of Mind

Breakdown Assistance including:

Homestart

Punctures

Lost Keys

Uninsured Loss Recovery Service



 **First Ireland**

Insurance Deals that
put you *First*

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from



Dear First Ireland Motor Insurance Customer,

Motor Insurance provides you with the legal requirement cover to drive on our public roads and may provide extra protection such as accidental damage following an accident or vehicle theft cover or vehicle fire damage cover (depending on the policy you select). So what happens if you break down?

Some insurers include rescue assistance as part of the motor policy, whilst some provide assistance albeit with restrictions and other insurers simply don't cater for roadside assistance at all.

At First Ireland, we value our customers. We want to ensure all our **Qualifying Motor Insurance Policyholders** have the same level of enhanced rescue assistance as standard, which is why we are delighted to provide our extra benefit package, **AdvantageFirst** to you. We have also included other valuable covers, benefits and services with **AdvantageFirst**, detailed below.

The Service Providers that First Ireland engage may change throughout the duration of our motor Insurance Policy. Your contact numbers will remain the same, any changes will be notified to you at your next motor insurance renewal.

1. **First Ireland Rescue**
2. **First Ireland Uninsured Loss Recovery Service**
3. **First Ireland Total Loss/Vehicular Theft Replacement Car Facility**
4. **First Ireland Uninsured Drivers Excess Payment**

Thank you for being a loyal customer of First Ireland. We hope that **AdvantageFirst** provides you with motoring peace of mind and assurance that we are only one phone call away when you need us.

Sarah Sheridan

Director, Insurance

Please read this booklet carefully and keep it in a safe place as any use of your **AdvantageFirst** benefit package is subject to terms and conditions.

Terms and conditions are listed separately under each Benefit/Service Section. To request rescue assistance following a breakdown, call First Ireland Rescue Helpline on **01 472 7272** which is open 24/7/365. All other claims must be reported direct to First Ireland on **01 8820800**.



First Ireland Rescue Helpline - 01 472 7272

Cancellation Right

AdvantageFirst from First Ireland is provided as a benefit and service to all **Qualifying Motor Insurance Policyholders** of First Ireland. We hope you are happy with the protection and service that this gives you, however, you may cancel this at any time by calling us on 01 882 0800 or by writing to us at First Ireland House, 15 Parkgate Street, Dublin 8, D08 W866. There is no refund due to you if you choose to opt out of **AdvantageFirst**.

First Ireland should not be bound to invite renewal on any motor policies and may cancel **AdvantageFirst** benefit and service by sending 14 days' notice to the Policyholder at his/her last known address.

How to Make a Complaint

We will always try to provide you with a quality service, however, if you are not happy with the service you have received, please write to: **Complaints Officer, First Ireland, First Ireland House, 15 Parkgate Street, Dublin 8, D08 W866**, or you can phone us on **01 882 0800** or email us at clientadvice@firstireland.ie.

Alteration of Risk

You should notify First Ireland immediately of any alteration to risk which materially affects any of the benefits and services provided by **AdvantageFirst**.

Call Recording

All calls, inbound and outbound, will be recorded and may be monitored for training, quality purposes, to verify information, assist in the complaints procedure and help prevent and detect fraud.

Data Protection

First Ireland's Privacy Notice is available at https://www.firstireland.ie/help/pdf/privacy_notice.pdf (Ctrl+Click to follow link). Should you require a hard copy, please contact First Ireland at 01 882 0800 and we can arrange to send you same.

Fraud

First Ireland and our service providers have the right to refuse to provide any of the services set out in this booklet or remove the benefit in its entirety, if at any time you shall seek to avail of any of those services on a false or fraudulent basis.

About First Ireland

First Ireland is proud to be a fully 100% Irish owned and operated company. We are one of the largest insurance brokerages in Ireland.

The company is owned and operated by its senior partners who work full time in the business. All our resources are dedicated to, and all our business strategies are aimed at meeting the needs of our valued customers in Ireland. We now employ over 130 people at First Ireland and our extensive client list extends from individuals to large corporations.

DEFINITIONS

(applicable to all sections except SECTION TWO)

Whenever the words below are used in **bold** they shall have the meaning given to them as set out below:

Accident

A sudden, unexpected and specific event, external to the body, which occurs at an identifiable time and place.

AdvantageFirst Certificate and Schedule of Benefits and Services

Documents issued detailing **AdvantageFirst** Benefits & Services

DEFINITIONS

Breakdown Incident

An event giving rise to a claim for assistance from **us**.

Helpline/First Ireland Rescue Helpline

The breakdown assistance telephone helpline service operated 24 hours a day, 365 days of the year and can be contacted by calling **First Ireland Rescue Helpline** in the Republic of Ireland on **01 4727272**

The Insured

The policyholder and/or drivers covered to drive the motor vehicle stated on **your Motor Insurance Schedule** once driving with **your** permission.

Motor Insurance Schedule

The policy of Insurance in respect of **your vehicle** under which **you** are the **Policyholder**.

Nominated Claims Handler

Hussey Fraser Solicitors, 17 Northumberland Road, Ballsbridge, Dublin 4 **or** such other agent as we may appoint.

Period of Cover

The period of cover shown in **your Motor Insurance Schedule**.

Qualifying Motor Insurance Policyholders

All Private Car and Light Commercial individual policyholders with First Ireland.

1. With a maximum of two private cars or light commercial vehicles insured with First Ireland, with an upper gross vehicle weight limit of 5 tonnes per vehicle
and/or
2. All specifically agreed policyholders also issued with **Advantage First Certificate and Schedule of Benefits & Services**.

Recovery Operator

The recovery operator nominated by **us**.

Scheme Administrators

First Ireland Risk Management Ltd., First Ireland House, 15 Parkgate Street, Dublin 8, D08 W866.

Territorial Limits

The Republic of Ireland and the United Kingdom.

Vehicle

A vehicle that **you** own or are in possession of, provided there is a suitable policy of insurance in place.

We/Us/Our

First Ireland Risk Management Ltd.

You / Your / Policyholder

The person or company who is named in the Motor Insurance as the **policyholder** and who has paid the motor insurance premium.

SECTION ONE:

FIRST IRELAND RESCUE

Under the terms, conditions and exclusions of this breakdown assistance service, **we** will arrange for **your vehicle**, provided **you** hold a valid motor insurance policy through **us**, to be taken to the nearest garage only or recovery yard or your home, if your home is within a 15 kilometres radius. This service is provided throughout Ireland and the United Kingdom. In the event that **your vehicle** is immobilised as a result of electrical or mechanical breakdown or **accident** (including fire or malicious damage) please contact First Ireland Rescue on **01 472 7272**.

HOME START ASSISTANCE

If **your vehicle** breaks down, **we** will send a **recovery operator** to assist **you**. Up to one hour's free labour will be provided, in situ, if on the spot repairs can be made to **your vehicle**.

If **your vehicle** cannot be repaired in situ, **we** will arrange to tow it to the nearest garage.

ROADSIDE ASSISTANCE

If **your vehicle** breaks down or is involved in an **accident** away from your home, **we** will send a **recovery operator** to assist **you**.

We will provide up to one hour's free labour at the roadside, however, if **your vehicle** cannot be repaired on the spot, **we** will arrange to tow it to the nearest garage only or recovery yard or your home, if your home is within a 15 kilometre radius.

PUNCTURES

If **your vehicle** suffers a puncture **we** will assist with the replacement of **your vehicle's** tyre, provided **You** have a suitable replacement available with the **vehicle**.

LOST KEYS

If the keys to **your vehicle** are lost or locked in the **vehicle**, **we** will take **your vehicle** to the nearest secure premises, whilst endeavours are made to access the **vehicle** or obtain alternative keys. (Please note that the cost of which must be paid by you as this is not a benefit).

FUEL SHORTAGES

In the event **your vehicle** is immobilised due to a fuel shortage or the wrong fuel used, **we** will transport **your vehicle** to the nearest petrol station or garage to enable you to remedy the cause.

MAINLAND EUROPEAN EMERGENCY COVER - CASH BENEFIT

In the event **your vehicle** suffers a **breakdown incident** or is involved in an **accident** in mainland Europe, the police, when contacted by **you** will usually arrange for a suitable recovery agent to assist **you**. **You** will usually be asked to settle the bill at the time of the recovery. To avail of the benefits under this section, retain the invoice and forward same with a brief description of the incident to **us**. Please note the **maximum we will pay under this section is €250 or equivalent**.

MESSAGE RELAY

We will relay on **your** behalf up to two urgent messages to worried friends, relatives or employers following any unforeseen delay due to a **breakdown incident**.

ADDITIONAL RESCUE COVER

If **your vehicle** cannot be repaired within a reasonable period of time, **we** will provide **either** of the following benefits:

- A replacement **vehicle** for up to 48 hours **subject to availability**, or
- Overnight accommodation i.e. the cost of overnight accommodation including breakfast in a local hotel whilst **you** wait for the repairs to **your vehicle** to be completed. The **breakdown incident** must have occurred more than 60 miles from **your** home.

This additional cover extends to the United Kingdom and the Republic of Ireland and the **maximum we will pay in providing these additional benefits is €250 or equivalent**. If **you** are required to settle a hotel account, please retain the receipt and forward to **us on your return**. **We** will only be responsible for the cost of accommodation including breakfast. Any other meals, drinks or other costs will be the responsibility of the **policyholder**.

The benefits in this section are only provided in the event **your vehicle** is immobilised following a substantial mechanical or electrical breakdown.

Call 01 472 7272 for First Ireland Rescue Assistance in Ireland

Call 00353 1 472 7272 for First Ireland Rescue Assistance in the U.K.

Please note that if **you** should engage the services of any **recovery operator** prior to making contact with the **First Ireland Rescue helpline** any costs that **you** incur are not covered by this benefit.

FIRST IRELAND RESCUE EXCLUSIONS AND CONDITIONS

The terms and conditions of the FIRST IRELAND RESCUE are set out as follows.

1. **We** shall not be liable for any liability or direct loss arising from any act performed in the execution of the assistance provided.
2. **We** shall not be liable to pay for expenses which are recoverable from any other source.
3. **We** shall not be liable for any **accident** or breakdown brought about by any avoidable, wilful and deliberate act committed by the **insured**.
4. **We** shall not be liable for the cost of repairing the car.

5. **We** shall not be liable for the cost of any parts, keys, lubricants, fluids or fuel required to restore a **vehicle's** mobility.
6. **We** shall not be liable for any claims caused by fuels, mineral essences or other flammable materials, explosives or toxins transported in the car.
7. No benefit shall be payable unless **First Ireland Rescue** has been notified and has authorised assistance through the medium of the emergency telephone number provided.
8. **Territorial limits** of cover are the Republic of Ireland and the United Kingdom. While **we** will not arrange a recovery in Europe, a maximum €250 cash benefit will be available should a breakdown occur on the European mainland.
9. The benefits of this service will be **subject to a maximum of three assists per annum**. **We** will not be responsible where it is asked to provide the service for a fault that was dealt with in the preceding 28 days, excluding punctures.
10. No benefit shall be payable if the **vehicle** does not hold a valid NCT or CRW certificate when required to do so.
11. The service will only be provided if the **vehicle** was in a roadworthy condition prior to the incident.
12. **We** will endeavour to provide all the benefits associated with **First Ireland Rescue**, however all the options may not be available to us at the time of the breakdown.
13. At all times **we** will retain the discretion to provide assistance outside the terms of this and dependent upon circumstances.
14. Replacement cars are subject to normal commercial hire criteria. These criteria may include the requirement of a full drivers licence without endorsements, comprehensive cover, a cash or credit card deposit. These criteria are not exclusive and may change from time to time. It is also a condition of car hire that the car can be returned to the pickup point.
15. The driver must be with the **vehicle** when the **recovery operator** is tasked, if they are absent any subsequent assistance will be at the own cost of the **policyholder**.
16. **We** may refuse assistance in circumstances where a driver is clearly intoxicated or the **vehicle** is in an inaccessible off road location.
17. Rescue assistance will not be provided if the **vehicle** is already at a place of repair.
18. **Vehicles** eligible for assistance will be restricted to private cars, private cars modified for commercial use and light commercial **vehicles** with an upper gross vehicle weight limit of 5 tonnes per vehicle and/or all specifically agreed **policyholders** also issued with **Advantage First Certificate and Schedule of Benefits & Services**.
19. In the event that you avail of the **First Ireland Rescue** facility in circumstances arising out of an **accident** for which another party is responsible, then it is a condition precedent of availing of the breakdown assistance facility that **you** will irrevocably instruct **us** through our **nominated claims handler** to recover all of **your** uninsured losses arising out of the **accident**, including the breakdown assistance costs. You will refund those costs to **us** on the successful conclusion of **your** claim against the responsible third party.
20. We reserve our right to seek recovery of **our** costs for rescue services provided to you during the period of cover in the event of cancellation of **your** motor insurance as a result of premium default or by compulsory cancellation by an insurer.

MOTOR ACCIDENT UNINSURED LOSS RECOVERY SERVICE

What's Covered?

If **we** are satisfied that there is a reasonable prospect of **you** being successful in bringing a claim against another party in respect of the losses that **you** have incurred in a motor accident, then **we** will arrange for the taking over of the handling of **your** claim by directing **you** to our **nominated claims handler** to act on **your** behalf and, subject to the terms set out below, they will then proceed to recover all of **your** losses and costs against the responsible party or parties.

DEFINITIONS – APPLICABLE TO SECTION TWO

Policyholder/ You/Your

The person or company who is named in the motor Insurance as the **policyholder** and who has paid the premium.

We/Us/Our

First Ireland Risk Management Ltd.

Nominated Claims Handler

Hussey Fraser Solicitors, 17 Northumberland Road, Ballsbridge, Dublin 4 or such other agent as **we** may appoint

Territorial Limits

Republic of Ireland and the United Kingdom.

Period of Cover

The period of cover is that of the period of insurance shown on the motor insurance schedule.

Car Hire Provider

The car hire provider nominated by us.

Recovery Operator

The recovery operator nominated by us.

Insured Person

The **policyholder** and any driver insured on **your** policy and authorised by **you** to drive or to be a

passenger in or on the insured vehicle.

Insured Incident

A road traffic accident

What does that mean for you?

In the event that you need to make a claim against another party who was responsible for a motor accident then we, through our nominated claims handler, will handle your case from start to finish with the aim of recovering all appropriate financial losses.

First Ireland Motor Accident Uninsured Loss Recovery Service includes:

- taking initial instructions from you and immediately notifying the responsible party's insurers;
- arranging for an assessor to inspect your vehicle;
- liaising with you in relation to securing an estimate for repairs;
- carrying out full investigations in relation to liability, including contacting all relevant witnesses and the Gardaí, if necessary;
- ensuring that the responsible party promptly co-operates with their insurers in returning an accident report form;
- agreeing repair figures with the responsible party's insurers to ensure that the repairs are carried out promptly;
- recovering all appropriate financial losses and costs from the responsible party;
- keeping you fully informed of progress, as matters proceed.

For any queries regarding our Motor Accident Uninsured Loss Recovery Service or to report a claim



01 882 0800

Claims Helplines are open during normal business hours

What's Not Covered?

MOTOR ACCIDENT UNINSURED LOSS RECOVERY SERVICE CONDITIONS AND EXCLUSIONS

In the event that you are unsuccessful in your claim against another party, you may become liable for the other party's legal costs.

The benefits do not include acting on your behalf in relation to any of the following:

- i.
 - a. in respect of any insured incident where the time of occurrence commenced prior to the commencement of this insurance.
 - b. before our or our nominated claims handler's written acceptance of a claim.
 - c. where you fail to give proper instructions in due time to us or to our nominated claims handler.
 - d. where you are responsible for anything which, in our reasonable opinion, prejudices your case.
 - e. if you withdraw instructions from our nominated claims handler, fail to respond to our nominated claims handler or withdraw from the legal proceedings, or our nominated claims handler refuses to continue to act for you.
 - f. where you decide that you no longer wish to pursue your claim then all costs incurred up until

- this stage will become your responsibility.
- ii. The pursuit, continued pursuit, or defence of any claim if we or our nominated claim handler considers it is unlikely a reasonable settlement will be obtained, or where the likely settlement amount is disproportionate compared with the time and expense incurred.
 - iii. Claims which are conducted by you in a manner different from the advice or proper instructions of our nominated claims handler.
 - iv. Appeals unless you notify us in writing of your wish to appeal at least six working days before the deadline for giving notice of appeal expires and we consider the appeal to have a reasonable chance of success.
 - v. Damages, fines or other penalties **you** are ordered to pay by a court tribunal or arbitrator.
 - vi. Claims arising from an **insured incident** arising from **your** deliberate act, omission or misrepresentation.
 - vii. Claims arising from:
 - a. ionising, radiations or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - b. any radioactive toxic explosive or other hazardous properties of any nuclear assembly or component thereof.
 - c. war or any like or any associated risk.
 - d. seepage, pollution or contamination of any kind.
 - e. pressure waves caused by aircraft or other aerial devices.
 - viii. Any dispute relating to written or verbal remarks which damage **your** reputation.
 - ix. Any professional services relating to **your** alleged dishonesty, criminal act or violent behaviour.
 - x. Professional services arising directly or indirectly from computer software except operating systems and packaged software that have not been tailored by the supplier to your own requirements.
 - xi. Legal proceedings outside the Republic of Ireland, United Kingdom and proceedings in constitutional international or supranational courts and tribunals including the European Court of Justice and the Commission and Court of Human Rights.
 - xii. A dispute which relates to any compensation or amount payable under a contract of insurance.
 - xiii. A dispute with **us** whether dealt with under the arbitration condition or not.
 - xiv. Any dispute relating to patents, copyrights, trade or service marks, registered designs, passing off intellectual property, trade secrets or confidential information.
 - xv. An application for judicial review.
 - xvi. Any claim where **your** motor insurers are entitled to repudiate **your** motor policy or refuse cover.
 - xvii. Any claim where an **insured person** (not being the policyholder) is driving under a 'driving other cars' extension to their motor insurance policy.
 - xviii. Claims arising out of the use of an insured vehicle by an insured person for racing, rallies, trials or competitions of any kind.
 - xix. Travelling expenses, subsistence allowance or compensation for absence from work in pursuit of an **insured person's** claim.

- xx. Any claim if an **insured person** has never held (or has been disqualified from holding or obtaining) a driving licence at the time of the insured incident.
- xxi. Any claim arising from a contractual relationship.
- xxii. Claims made by an **insured person** against any unauthorised passenger in the vehicle.
- xxiii. Claims for passengers where there is a conflict of interest between **you** or the authorised driver and any other passenger(s).

MOTOR ACCIDENT UNINSURED LOSS RECOVERY SERVICE ADDITIONAL BENEFITS

Being without your vehicle following an accident for which you are not responsible due to third party negligence can be frustrating and expensive. **We**, through our **nominated claims handler** can offer to provide you with a car hire facility and the payment of your motor policy excess on a credit basis.

ACCIDENT CAR HIRE FACILITY

What's Covered?

In the event that **you** are involved in a motor accident where **we** are satisfied that there is a reasonable prospect of **you** being successful in recovering all of **your** losses from another party, then, in the event that **you** require a replacement vehicle, and subject to the appointment of our **nominated claims handler** to recover **your** losses, **we** will be in a position to arrange for vehicle hire for whatever period is reasonable in the particular circumstances and then recover the cost from the responsible party.

It's important to be aware that **you** are obliged to keep **your** losses to a minimum, including the period for which the replacement car is hired. **Your** car must be off the road as a result of the accident, including any period in which repairs are being carried out.

What does this mean for you?

This benefit means that, if **you** are involved in a motor accident for which another party is wholly responsible then **we**, through our **nominated claims handler**, will be in a position to provide **you** with a replacement vehicle for whatever period of hire is reasonable as a result of your vehicle being either undrivable or during the period of repairs.

ACCIDENT CAR HIRE FACILITY CONDITIONS

- (i) It must be clear from **your** instructions that **you** were not in any way at fault for the accident and that, on the face of it, liability will devolve upon an identified third party. It is essential that **we** have also agreed to pursue an uninsured loss claim on **your** behalf and **you** have irrevocably instructed our **nominated claims handler** to act on **your** behalf.
- (ii) It is a condition that **you** provide us with full details of the person responsible for the accident.
- (iii) It is usually only possible to qualify for a car hire benefit if **you** are aged between 21 and 70, have a clean driving licence and have been driving for at least 2 years. If, as a result of utilising this facility, any additional insurance charges are incurred, and these are usually minimal, they will of course be included in **your** uninsured loss claim.
- (iv) It is a condition **you** arrange the appropriate motor insurance cover for hire vehicle.
- (v) To avail of this benefit the accident must have occurred in the Republic of Ireland or the United Kingdom.
- (vi) Where **you** are provided with a temporary replacement hire car from a hire car provider agreed by us, the hire costs incurred under the hire agreement with the said car hire provider are refundable by **you** to **us**:

1. In the event that **your** claim against the party that was responsible for the accident is not successful recovering whole or part of the costs of car hire provided.
2. In the event that **your** claim against the party that was responsible for the accident remains unresolved and, therefore, as a consequence of the passage of time, the car hire costs incurred become payable to the car hire provider.
3. In the event that a claim has not been initially reported to our Claims Helpline Service **(01) 882 0800**.

What's not Covered?

ACCIDENT CAR HIRE EXCLUSIONS

Car Hire facility costs exclude any costs where:

1. **You** use a car hire provider other than one approved and agreed by **us** in writing.
2. **You** provide incorrect, misleading or fail to provide information relating to the circumstances of the accident.
3. **You** are unable to provide details of the responsible party that was involved in the accident.
4. **You** fail to return the hire car to the car hire provider when requested to do so.
5. There are fuel, fares, fines, charges and fees relating to the hire car incurred whilst the vehicle is in **your** possession.
6. The costs of a hire car that **we** have not in advance agreed to pay for, or beyond those for which **we** have given our approval, such as, but not limited to car upgrades and additional drivers.
7. **You** decide without our agreement to discontinue **your** claim or where **you** fail to co-operate fully with our **nominated claims handler** in recovering **your** uninsured losses.

CREDIT EXCESS PAYMENT

What's Covered?

In the event that **you** are involved in a motor accident that **we** are satisfied was the responsibility of another party, then subject to the appointment of our **nominated claims handler** to recover your losses, **we** will agree to pay any excess deduction, up to a limit of €750, which is imposed on **you** under **your** policy schedule in respect of any comprehensive claim **you** may make in respect of the accident. This excess payment up to a limit of €750 is provided on credit, whilst our **nominated claims handler** pursues a claim on **your** behalf.

The credit period provided in relation to the excess payment is a maximum of 50 weeks from the date on which **we** agree to take over the handling of **your** case. On the expiry of the credit period, **you** shall then become liable to repay to **us** the excess payment in full by a single payment.

What does this mean for you?

In most cases where a road accident occurs for which another party is wholly responsible, there is no need for **you** to make any claim from **your** own insurance policy and **we**, through our **nominated claims handler** will pursue the responsible party to recover all of **your** losses and costs.

However, there are occasions when it may be prudent to initially make a claim on **your** own comprehensive insurance policy and ultimately reimburse that policy, once a claim against the responsible party is successfully concluded.

All comprehensive claims are subject to what is called an excess deduction which, in effect, means that **your** insurer will pay the claim in full less a specified sum (for example, the first €250 of a claim). **Our** facility will provide you with a credit payment in respect of that excess sum (up to a limit of €750) for a period of up to 50 weeks, by which time it is anticipated that a full recovery against the responsible party will have been made and **your** insurers reimbursed in full and your excess deduction recovered and paid to **us**.

CREDIT EXCESS PAYMENT CONDITIONS

The following conditions apply:

- a. You have irrevocably instructed our **nominated claims handler** to recover all of your uninsured losses.
- b. You hold a comprehensive motor insurance **policy with us**.
- c. On the expiry of the credit period, you shall then become liable to repay to **us** the excess payment in full by a single payment.

What's Not Covered?

CREDIT EXCESS PAYMENTS EXCLUSIONS

No credit excess payment will be made if:

- a) There is a claim where your motor insurers are entitled to repudiate your **motor policy** or refuse cover.
- b) A claim arises out of the use of the insured vehicle for racing, rallies, trials or competitions of any kind.
- c) A claim is being pursued through the Motor Insurers Bureau of Ireland.

Legislation in Ireland has become more and more complex over the years and, in order to help and support you, **we**, through our **nominated claims handler** can provide free guidance on legal issues to you through our Legal Helpline.

MOTORISTS LEGAL HELPLINE

Call 01 882 0800

Law:

This policy shall be governed by and construed in accordance with the Law of the Republic of Ireland.

Alteration of Risk:

You shall notify **us** immediately of any alteration in risk which materially affects this service.

Arbitration:

In respect of any dispute or difference, either party may refer it to the arbitration of an independent arbitrator, who will be either a solicitor or barrister, to be agreed by **you** and **us**. If no agreement can be reached, the Law Society shall name an arbitrator. The arbitrator's decision will be final and binding on both sides. The arbitration will be governed by the rules set out in the Arbitration Acts then in force.

Please note that any dispute or difference arising between the parties must be referred to an arbitrator, pursuant to the provisions of this contract, within six (6) months of the dispute or difference arising between the parties. Failure to refer within the time limit shall preclude **you** from bringing any legal action of any nature whatsoever in respect of the said dispute or difference.

Claims:

You must tell us in writing within 30 days about any matter which could result in a claim being referred to our nominated claims handler, and must obtain in writing our consent to do so.

We will give such consent if **you** can satisfy us that there are sufficient prospects of success in pursuing **your** claim.

We may require **you** at **your** expense to obtain the opinion of an expert or counsel on the merits of a claim or legal proceedings. If **we** subsequently agree to accept the claim, the costs of such opinion will be covered.

If after receiving a claim or during the course of a claim **we** decide that:

1. **Your** prospects of success are insufficient
2. It would be better for **you** to take a different course of action
3. **We** cannot agree to the claim

We will write to **you** giving our reasons and **we** will not then be bound to continue to act on **your** behalf through our **nominated claims handler**.

Conduct of Claims:

1. **You** shall at all times co-operate with **us** and give to **us** and our **nominated claims handler** evidence, documents and information on all material developments, and shall attend upon our **nominated claims handler** when so requested at **your** own expense.
2. **We** shall have direct access at all times to, and shall be entitled to obtain from our **nominated claims handler** any information, form, report, copy of documents, advice, computation, account or correspondence relating to the matter whether or not privileged, and **you** shall give any instructions to our **nominated**

claims handler which may be required for this purpose. **You** or our **nominated claims handler** shall notify us immediately in writing of any offer or payment into Court made with a view to settlement.

- We** will not be bound by any promise or undertaking given by **you** to our **nominated claims handler** or by either of **you** to any witness, expert or agent or other person without **our** agreement.

Fraud:

We, our nominated claims handler and our other service providers have the right to refuse to provide any of the services set out in this booklet or remove the benefit in its entirety, if at any time you shall seek to avail of any of those services on a false or fraudulent basis.

Injuries Board:

Personal Injuries are assessed by the Injuries Board and it is important to note that the Injuries Board does not award legal costs, save in exceptional circumstances. **Your** benefits do not extend to covering the legal costs or outlays incurred in making an application to the Injuries Board.

Observance:

Our liability to deliver the services set out herein will be conditional on you complying with the terms and conditions of this service.

Recovery of Costs:

You should take all reasonable steps to recover costs and expenses. If another person is ordered, or agrees, to pay **you** all or any costs and expenses, charges or compensation, **you** will do everything possible, subject to **our** directions, or the directions of **our nominated claims handler**, to recover such monies that may be due and owing to **us** or **our nominated claims handler** and hold it on **our** or their behalf.

Subrogation:

You agree that, where we make any payment to **you** in respect of recoverable uninsured losses, **you** give **us** authority to recover those losses on behalf of **you**, in **our** own name and for **our** benefit.

Reasonable Care:

You must take all reasonable steps to minimise all losses arising out of all incidents that might give rise to **you** seeking access to the services provider under this contract.

IMPORTANT NOTICE

If **you** should engage the services of any Legal Professional, Recovery Operator, Car Hire Provider or any other unauthorised representative without **our** consent, any cost incurred will be **your** responsibility as they are not covered by this contract, which entitles **you** to the benefit of services and supports only of **our nominated claims handler**, Recovery Operator and Car Hire Provider.

All potential claims must initially be reported to **our** Claims Helpline (01) 882 0800 and must be in respect of an insured Incident occurring within the period of insurance and within 30 days of the circumstances occurring that may give rise to a claim. Failure to do so may lead **us**, in our absolute discretion, to decline a claim or cover arising from the circumstances.

Increasingly insurance companies are declaring **vehicles** a “total loss” following an insured event and unfortunately there is no provision for the supply of a replacement **vehicle** under their contracts. Furthermore, if **your vehicle** is stolen and not recovered, **you** are yet again left without a **vehicle** until the claim is settled.

In circumstances where **your vehicle** is declared a total loss, or is stolen and remains unrecovered for a period of 48 hours, **we** will provide **you** with a replacement **vehicle** for 10 days.

To Claim Replacement Car Hire Facility

All potential claims must be reported to **First Ireland Risk Management Ltd.** within 5 days of any insured incident occurring which may give rise to a claim.

Insured Incidents

1. A fire, malicious damage or road traffic **accident** that renders the insured **vehicle** a total loss as determined by **your** motor insurer.
2. Theft of the insured **vehicle** which remains unrecovered for 48 hours after the date of occurrence.

TOTAL LOSS – VEHICULAR THEFT REPLACEMENT CAR FACILITY EXCLUSIONS AND CONDITIONS

TOTAL LOSS – VEHICULAR THEFT REPLACEMENT CAR FACILITY CONDITIONS

The following conditions apply:

1. **You** arrange the appropriate motor insurance cover for the hire vehicle.
2. When taking possession of the replacement **vehicle you** must produce a full valid driving licence and additional personal identification.
3. Replacement cars are subject to normal commercial hire criteria. These criteria may include the requirement of a full drivers licence without endorsements, comprehensive cover, a cash or credit card deposit.
4. The provision of a replacement **vehicle** is dependent upon the terms and conditions of the Uninsured Loss Recovery Service in non-fault claims and the usage of the approved repairer network in all other insured events. The car provided under this section will be a small Class A **vehicle**.
5. This criteria is not exclusive and may change from time to time. It is also a condition of car hire that the car can be returned to the pickup point.

What's not covered

TOTAL LOSS – VEHICULAR THEFT REPLACEMENT CAR FACILITY EXCLUSIONS

No replacement vehicle will be provided if:

1. The insured person is aged 21 or under or over 70 years of age.
2. There is a claim where your motor insurers are entitled to repudiate **your** motor policy or refuse cover.
3. A claim arises out of the use of the insured **vehicle** for racing, rallies, trials or competitions of any kind.
4. If **you** have never held (or have been disqualified from holding or obtaining) a driving licence at the time of the insured incident.
5. If a claim for theft has not been reported to the police, or theft of **your** unoccupied **vehicle** if it was left unlocked, or the windows or roof opening were open, or the keys were in the **vehicle**.
6. The claim is not reported to **us** less than 5 days after **you** become aware of the incident.

Conduct of Claim

The **vehicle** must be returned to the car hirer no later than 48 hours after a payment is made to **you** by **your** motor insurer, and in any event at the end of 10 days.

Territorial Limits

The Republic of Ireland and the United Kingdom.

SECTION FOUR:

UNINSURED DRIVERS EXCESS PAYMENT

Unfortunately there are a significant number of uninsured drivers or drivers with incorrect insurance on our roads today.

In the event that **you** are involved in a non-fault **accident**, **you** will have to pay **your** excess under **your** insurance policy and pursue a claim through the Motorists Insurers Bureau of Ireland (MIBI).

Under this section, **First Ireland Risk Management Ltd.** will pay the excess due under the comprehensive policy of motor insurance subject to a maximum payment of €500. This applies when the **policyholder** has been involved in a road traffic **accident** and there is an identifiable third party, albeit uninsured. A claim will be processed thereafter under the terms and conditions of the Uninsured Loss Recovery Service element of this contract.

UNINSURED DRIVERS EXCESS PAYMENT CONDITIONS

1. The payment of the policy excess is dependent upon the usage of the insurers Approved Repairer Network and our **nominated claims handler**.
2. This benefit is applicable to comprehensive policyholders only.

What's not covered

UNINSURED DRIVERS EXCESS PAYMENT EXCLUSIONS

No payment will be made if:

1. There is a claim where your motor insurers are entitled to repudiate your motor policy or refuse cover.
2. A claim arises out of the use of the insured vehicle for racing, rallies, trials or competitions of any kind.
3. Unless a claim is being pursued via the MIBI.

**NOTIFICATION OF CHANGES WHICH MAY AFFECT YOUR INSURANCE –
KEEPING US UPDATED**

You should keep a complete record of all information **you** supplied to the firm that arranged **your** insurance with **us**, **First Ireland Risk Management** and to **us** when taking out this insurance.

So that **you** understand what **you** are covered for, please read this policy wording, **certificate of insurance** and the **schedule** (which may make reference to endorsements) very carefully. **You** should pay special attention to the general exceptions and general terms and conditions of this policy wording, **certificate of insurance** and the **schedule**.

If **you** have any questions, or the cover does not meet **your** needs or any of the details are incorrect **you** should notify **us** immediately.



Customer Home Insurance

from

 **First Ireland**
www.quotehomeinsurance.ie

or call us on

01-882 0860



The above business name is owned by First Ireland Risk Management Ltd.

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First Ireland Risk Management Ltd. t/a First Ireland is regulated by the Central Bank of Ireland