

Private Motor Vehicle Policy

Customer services

1890 89 1890

Claims helpline

1850 85 8530

Breakdown assistance helpline

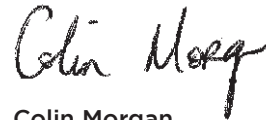
1800 70 60 80

Windscreen helpline

1890 5 12345

We, *QUINN-direct Insurance*, 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 *QUINN-direct Insurance*



Colin Morgan
Chief Executive

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ROI

Definitions

- a You, your** – the person named as the insured in the policy schedule.
- b We, us** – QUINN-*direct* Insurance.
- c Your business** – your occupation as described in the schedule.
- d 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.
- e The vehicle** – the vehicle described in the schedule 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.
- f The certificate of insurance** – the document which is evidence that you have taken out the insurance needed by law.
- g The period of insurance** – the period shown in the schedule and any further period for which we agree to insure you.
- h 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.

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

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

Your insurance cover

So you understand what you are covered for, please read this document, the schedule 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.

Comprehensive cover – sections 1, 2 and 4 of this policy apply.

Third-party, fire and theft cover – section 1 applies for loss of or damage to the vehicle caused directly by fire, lightning, explosion, theft or attempted theft. Sections 2 and 4 of this policy also apply.

Third-party only cover – sections 2 and 4 of this policy apply.

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

Optional cover – section 3 (windscreen cover) only applies if it is shown in the schedule.

Car sharing

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 (apart from treasure hunts).

Description of drivers

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

No-claims bonus

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.

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

If a claim arises during any period of insurance, we will reduce your no-claims bonus as follows.

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

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

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

Introductory bonus

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 you renew the policy. At that stage you can then start to earn no-claims bonuses for periods of insurance in which no claim arises.

If no claim arises during the period of insurance, the introductory bonus will apply when you next renew the policy and at every renewal date until the introductory bonus equals or is less than the no-claims bonus reduction which would apply. The no-claims bonus 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.

Section 1 Loss of or damage to the insured vehicle

We will pay for 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 and spare parts, or pay cash to cover the amount of the loss or damage. If we settle a claim under this section as a total loss, the lost or damaged vehicle becomes our property.

The most we will pay will be the market value of the vehicle immediately before the loss or damage happened, but not more than the value as shown in the schedule.

If replacement parts 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.

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. (See general condition 9.)

If the vehicle is under a hire-purchase or leasing agreement, we may pay the legal owner for any loss or damage. We will then have no further liability for the loss or damage. For loss of or damage to radio-receiving or transmitting equipment, audio equipment, electronic navigation or radar detection equipment permanently fixed to the vehicle, the most we will pay is:

- a 5% of the 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.

New vehicle replacement

If within 12 months of having bought the vehicle as new, it is damaged and the cost of repairs will be more than 60% of the manufacturer's list price, including taxes, or it is stolen and not recovered, 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 value shown in the schedule.

We will only do this if a replacement vehicle is available and anyone who has an interest in the vehicle agrees. If a replacement vehicle is not available, we will pay the market value of the vehicle immediately before the loss happened, as long as it is not more than the value in the schedule.

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 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.

Loss of keys

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;

as long as we are satisfied that the person who may have your keys or transmitter knows where the vehicle is. The most we will pay is €435.

Personal accident – Comprehensive cover only

We will pay you or your legal representative €6500 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 €6500.

We will not pay this benefit for:

- a any injury or death resulting from suicide or attempted suicide; or
- b anyone who is convicted for driving while under the influence of drink or drugs at the time of the accident.

Medical expenses – Comprehensive cover only

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 – Comprehensive cover only

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.

Exceptions to section 1

We will not pay for:

- 1 loss of value, 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 ignition key is left in or on 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

or anyone who normally lives with you, 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 the wrong fuel;
- 11 loss or damage due to any government, public or local authority legally taking, keeping or destroying your vehicle; or
- 12 the first amount, as shown in the schedule, of each claim (the excess).

Section 2 Liability to other people

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.

Driving other cars

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 motor car which you do not own or have not hired or leased, as long as:

- 1 the vehicle is not owned by your employer or hired to them under a hire-purchase or lease agreement;
- 2 you currently hold a full European Union (EU) licence;
- 3 the use of the vehicle is covered in the certificate of insurance;
- 4 cover is not provided by any other insurance;
- 5 you have the owner's permission to drive the vehicle;
- 6 the vehicle is in a roadworthy condition; and
- 7 you still have your vehicle and it has not been damaged beyond cost-effective repair.

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

- vans;
- car-vans;
- jeep-type vehicles with no seats in the back; or
- vans adapted to carry passengers.

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

If we agree in writing, we will pay for the following legal costs related to an event which is covered by this section.

- a Solicitors' reasonable fees for representing you at a coroner's inquest or fatal accident enquiry.
- b The reasonable costs of defence against a charge of manslaughter or causing death by careless or dangerous driving.

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) for these countries for up to 93 days in any one period of insurance.

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.

Emergency treatment

We will pay for emergency treatment fees as set out in the Road Traffic Act, following an accident involving any vehicle for which we provide cover.

Exceptions to section 2

- 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 Act.

Section 3 Windscreen cover (optional)

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

We will pay the cost of repairing or 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.

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

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

Exceptions to section 3

We will not pay for:

- 1 any amount over €150 if the repair or replacement is not carried out by our approved windscreen specialists, who you can contact on the number opposite;
- 2 any more than two claims under this section during the period of insurance;
- 3 damaged or broken glass in sunroofs;
- 4 damaged or broken glass to vehicles that are temporarily covered; or
- 5 damage caused by wear and tear or negligence.

24-hour windscreen helpline:

0800 051 6708

Northern Ireland and United Kingdom

1890 5 12345

Republic of Ireland

Section 4 Breakdown assistance

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 page 2.

- 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.
- d **Breakdown** – mechanical breakdown, flat battery, fire, theft or 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.

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; and
- 2 towing the vehicle to the nearest competent repairer or to a garage of your choice, whichever is closer.

Completing the journey

If the repairs cannot be completed where the vehicle broke down and you are away from home, we can arrange and pay for **one** of the following.

In the Republic of Ireland and Northern Ireland

- 1 Transport for you and your passengers to your intended destination within the territorial limits; or
- 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 €175 in total.

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

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

- 1 A replacement car for up to 48 hours, up to £100 sterling.
- 2 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 you contact us. For example, we may not be able to arrange car hire in rural areas in the early hours of the morning.

Message relay

We will pass on two urgent 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 4

We will not pay for any expense or help that has not been authorised through our 24-hour helpline.

- 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 The vehicle must be maintained in line with the manufacturer's recommendations and kept in a roadworthy condition.

Exceptions to section 4

We will not pay for any:

- 1 liability or loss arising from any act carried out in providing the assistance service;
- 2 expense you can claim from any other source;
- 3 breakdown resulting from a deliberate act committed 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 claim caused by fuels or other flammable material, explosives or poisonous substances carried in the vehicle;
- 7 claim arising where the vehicle is carrying more passengers or towing a greater weight than which it was designed for, or from driving the car on unsuitable ground;
- 8 damage to the vehicle if you are locked out of the vehicle and we have to use force to get into it; or

9 more than three breakdowns during each period of insurance.

24-hour breakdown assistance helpline:

1800 70 60 80

Republic of Ireland

00353 46 90 77320

Northern Ireland and United Kingdom

General exceptions

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 they hold a valid licence to drive the vehicle, or have held and are not disqualified from holding or getting a licence.
- 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 caused by war, riot, revolution, any act of terrorism or any similar event, unless we have to provide cover under the Road Traffic Act.

General conditions

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 answers in the proposal and declaration for this insurance are true and complete (the proposal and declaration form the basis of this contract between us and you); and
- b you or any insured person meets all the terms, conditions and endorsements of this policy.

Cancellation

2 You may cancel the policy at any time by telling us and returning the certificate of insurance and insurance disc.

If you want to cancel your policy within the first 14 days, we will refund your premium for any period of insurance remaining, less an administration fee of €50.

If you cancel your policy in the first year of insurance after the first 14 days, we will work out your refund based on our cancellation rates as shown across.

Period of cover no more than	Percentage refund of annual premium
1 months	80%
2 months	70%
3 months	60%
4 months	50%
5 months	45%
6 months	35%
7 months	25%
8 months	20%
9 months	10%
Over 9 months	Nil

If you cancel your policy after the first year, we will refund your premium for any period of insurance remaining, less an administration fee of €50.

If you pay by instalments 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 when it is due, we can cancel the policy by sending you 10 days' written notice to your last known address. The refund we pay you will be based on the cancellation rates above. The above rates are based on the yearly premium being paid in full. If the amount you have paid does not cover the premium according to the rates, we have the right to recover the money that you owe.

If you cancel your policy after the first 14 days, we will not refund the optional windscreen cover. We do not refund any amount which is less than €30.

All premium refunds will only be issued as long as:

- a no claim or loss has arisen during the current period of insurance; and
- b we have received your certificate of insurance and insurance disc.

3 We may choose to cancel the policy, without giving you a reason, by sending you 10 days' written notice to your last known address. We will refund your premium for any period of insurance remaining. You must return to us immediately your certificate of insurance and insurance disc to avoid any action we may take against you to recover them.

Policy changes

4 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 or get rid 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.

5 You must tell us immediately if:

- a you plan to make changes to the vehicle that improves its value, performance or attractiveness to thieves;
- b you want to use the vehicle for any use not included in your certificate of insurance;
- c you change the address at which you normally keep the vehicle;
- d you or anyone covered by this policy are charged or convicted of a motoring offence;
- e you become aware of any medical or physical condition of any driver that may affect their ability to drive;
- f you or any driver change occupation; or
- g there are changes to any other material fact.

This is not a full list and you should tell us about any change if you are not sure whether it may affect your policy. When you tell us about a change, we may then reassess your premium and your cover. If you do not tell us about any relevant changes, we may:

- i reject or reduce your claim; or
- ii cancel the policy and treat it as though it has never existed.

6 If the terms of the policy change in any way, there may be an administration fee of €25. We do not refund any amounts less than €30, and we will not charge any extra amounts less than €30. We will only refund any premium if:

- a no claim or loss has arisen during the current period of insurance; and
- b we have received all the documents we need to carry out the alteration.

Claims

- 7 a You must report any accident, injury, loss or damage involving the vehicle or any other motor vehicle which is insured under this policy to us immediately (or by the next working day). We will then send you an accident report form 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, 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, 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 answering it. You, or any other insured person must give us all the help we need. You must never accept responsibility or offer or promise payment without our written permission. 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.
- e 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 adjusters.
- f You, or any insured person must not do anything to harm our interests.
- 8 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.
- 9 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.
- 10 If you are paying by instalments, you must pay the full yearly premium if you make a claim during the current period of insurance. We have the right to take any premium owed from any claim we may pay.

Disputes between you and us

11 You may refer any dispute between you and us about our liability for a claim or the amount to be paid to an arbitrator we both agree to, within nine months of the dispute arising. If we cannot agree, the president of a relevant national law society will appoint an arbitrator. The arbitrator's decision will be final and binding on you and us. If the dispute has not been referred to arbitration within nine months, we will assume you have abandoned the claim.

Duty of care

12 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 with the vehicle while unattended; and
- e make sure the vehicle is kept in a roadworthy condition and, if necessary, has a valid NCT 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

13 If an accident happens and:

- a as a result you or any insured person is convicted of an offence involving alcohol or drugs;
- b you or any insured person is driving while unfit to do so due to alcohol or drugs; or
- c 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 is above the legal limit for driving;

then the cover provided in section 1 of the policy for loss of or damage to the insured vehicle will not apply.

Fraud

14 If any claim is in any way fraudulent or exaggerated, the insured person or anyone acting on their behalf has used any fraudulent methods to benefit under this policy, or you have given us false or stolen documents, you and they will lose any rights under the policy. We may also prosecute you or them.

Choice of law

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

Vehicle laid up

16 If the vehicle is laid up (off the road and out of use), we may suspend the insurance under sections 2 and 4 of this policy as long as you have returned the certificate of insurance and insurance disc.

We will refund up to 70% of your premium, less an administration fee of €25, for the period when insurance under sections 2 and 4 are suspended as long as:

- a no claim or loss has arisen during the current period of insurance; and
- b cover is suspended for at least four weeks in a row.

We do not refund any premium which is less than €30 after we charge the administration fee. During any period where we have suspended the insurance, we will still insure the vehicle against loss or damage in line with the insurance cover provided under section 1.

Suspending cover

17 We may suspend all cover provided by this policy as long as you have returned the certificate of insurance and insurance disc.

We will refund your premium, less an administration fee of €25, for the period when the insurance is suspended as long as:

- a no claim or loss has arisen during the current period of insurance; and
- b cover is suspended for at least four weeks in a row.

We do not refund any premium which is less than €30 after we charge the administration fee. The 'vehicle laid up' and 'suspension' options can only apply within the current period of insurance. At the renewal date, the policy will automatically come into force again. We will continue to collect direct debit instalments during the period the vehicle is laid up or cover is suspended, and will refund these at the end of the suspension.

Currency

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

Language

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

Comments and complaints

We are committed to providing all our customers 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 1890 89 1890.
- 2 If you are not happy with our response, you can send your concerns in writing to our Customer Service Manager at:

QUINN-*direct* Insurance
Dublin Road
Cavan
Co Cavan
E-mail: feedback@quinn-direct.com
- 3 We will phone 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 Ombudsman's Bureau
3rd Floor
Lincoln House
Lincoln Place
Dublin 2
Phone: 1890 882090

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.

Finance Act 1990

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

Data protection

You should show this notice to anyone insured to drive the vehicle.

We will keep all the personal information you give us confidential and will not pass it to anyone else unless you give us your permission or the law allows us to provide the information. We will hold your information in systems of QUINN-Insurance, our agents or subcontractors so we and they can provide suitable products and services to you. We will use the information you provide to manage your insurance, including handling claims. We may check the information against other information available to the public (such as on the electoral roll and court judgements). We may also share information with other insurers, either directly or through people acting for the insurer (such as loss adjusters or investigators) and, if we are entitled to do so under the Data Protection Act, the Garda Síochána and other law-enforcement agencies. To set premiums, we will ask a credit reference agency to check the electoral roll and public information. The agency will record their search but this will not affect your credit rating.

We may need to collect sensitive information (such as information about health or criminal convictions) about you and others named on the insurance policy. By going ahead with this insurance you will be agreeing to us or our agents or other insurers processing that information. Before you provide sensitive information about others, you should make sure they agree.

We may record phone calls for our joint protection and for training and quality purposes.

We may pass information about you and your claims history to:

- our agents and service providers;
- members of the Quinn Group;
- other insurers and their agents;
- any agent acting for you; and
- recognised trade, governing and regulatory organisations we are a member of or which we are governed by.

We may give information about you to anyone we transfer our rights and duties to under this policy.

We would like to keep you informed by post, e-mail, telephone or text message of certain products and services we provide. If you would prefer not to receive information about products and services, please let us know when you contact us.

Quinn Group and QUINN-life would like to keep you informed about products and services they provide. We may use your information for this purpose after this insurance has ended. If you would prefer not to receive this information, please let us know when you contact us.

We may contact you with a reminder that your insurance is due to be renewed.

We can only take instructions to change a policy in some way from you, the policyholder, your husband, wife, civil partner or parent.

You have the right to ask for a copy of the information we hold about you (for which we may charge a small fee) and to correct any inaccurate information.

We may pass information to the InsuranceLink database, run by the Irish Insurance Federation. The aim is to help us check information and to prevent fraudulent claims. When we deal with your request for insurance, we may search the register. Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not lead to a claim. When you tell us about an incident, we will pass information about it to the registers.

We may use the information you provide to get information from the National Driver File held by the Department of the Environment.

