

# Your Motor Insurance

POLICY DOCUMENT



**NO BONUS**  
**NO**  
**PROBLEM!**

**XS** direct  
car insurance



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## **Welcome to XS Direct**

Thanks for buying an XS Direct insurance Policy. We are really pleased that you have chosen us for your car insurance needs and we are confident that you will be happy with the cover and service you receive. At XS Direct we aim to provide value for money car insurance without sacrificing service. We hope to provide you with all the cover you need at a price you will be happy to pay. We do this by asking you to pay a larger excess of the first part of the claim which is shown on your Schedule of insurance. By you agreeing to pay this amount in the event of any claim even where there is no damage or claim to your own vehicle, we can provide you with a cheaper premium for your motor insurance. We also strip out the covers which are often bundled into other motor policies and allow you to select just the covers you want for your needs and within your budget.

This booklet contains everything you need to know about your car insurance. The booklet, together with your Schedule and Certificate of Motor Insurance, Statement of Fact or Proposal Form provides all the details you need to know about your Policy. Please take time to read them all and then keep them in a safe place. So make sure you keep this booklet safe with your Schedule and Certificate of Motor Insurance.

We are helping to keep prices low with anti-fraud technology. When a small minority make a false insurance claim it drives up the cost of everyone's policy that is why we are doing all we can to help protect you from insurance fraud. We are using specialised detection processes to detect false and exaggerated claims. This also helps us settle genuine claims as quickly as possible. So when it comes to looking after Our customers, you can rest assured we are doing all we can.

Your policy may be underwritten by more than one insurer (as detailed on the Certificate of Motor Insurance and Policy Schedule).

Chris McCann  
Managing Director  
XS Direct

Registered Office: 1 Merrion Place, Dublin 2

## CLAIMS HELPLINE

When you have had an accident or loss, call Our Claims Helpline. Speak to friendly and efficient experts on 0818 222 888.

### **To report a claim, incident or accident or to make a claim**

If you have had an accident or loss, call Our Claims Helpline. As you have a higher excess and are responsible to pay (or repay us) for this first amount of any incident it is vitally important and in your interest to report a claim, incident or accident (hereinafter referred to collectively as incident) immediately and in any event within 48 hours. Whether you believe that an incident is your fault or not, you should report the incident to us and allow us to mitigate the costs of the claim. The sooner an incident is reported to Our claims handlers, the better opportunity we have to keep the cost of such an incident down to a minimum and to be able to deliver to you cheaper premiums as a result. Reporting any incident will not increase your liability for the excess. Nor will it necessarily impact your letter of claims free driving (to obtain a no claims bonus from your next insurer). In fact, failing to report an incident may increase your liability for your excess as accident management companies, solicitors and lawyers firms may encourage third parties to make a claim and their involvement may significantly increase the costs of this claim.

When an incident is reported to us early we can make contact with these third parties and reduce the involvement of accident management companies, solicitors and lawyers firms which may help to reduce the overall value of the claim.

### **Follow these simple steps:**

1. Call us immediately after the incident.
2. If your car is stolen or maliciously damaged, report this to the Gardaí or Police immediately. Take a note of the officer's name, collar number, and the crime reference number.
3. Speak to us before you make any arrangements for replacement or repair.

If your Policy includes windscreen cover, and either your windscreen or a window is broken, please call our Claims Helpline on 0818 222 888 so that we can arrange for repair or replacement. Calls may be recorded for training & monitoring purposes.

## Had an accident? Don't panic!

If you are involved in an accident, it is all too easy to forget what to do in the shock of it all. Here is all you need to know.

### **The law**

By law, you must stop if there is damage to any vehicle or property, or injury to any person, or certain animals, including dogs and horses. You must give your name, address and insurance details to any other party involved and also An Garda/Police, if requested. If any person is injured, the accident must be reported to An Garda/Police, whether they attend the scene or not.

### **How to help us help you**

Do not admit responsibility, sign any statement or negotiate the settlement of any claim, without the written consent of the Underwriters. Always summon the Gardaí / Police and obtain their details. Make sure you get the names, addresses and phone numbers of any drivers, passengers or pedestrians involved, and details of any witnesses. By law, drivers must provide details of their insurance company and their Policy number. A diagram, and/or photographs of the accident scene are often helpful. Try to draw/take one as soon as possible after the accident – show vehicles, the road layout, other relevant features and the positions of any witnesses. Gathering this information may help ensure that details about the incident are correct and may prevent inaccurate or exaggerated claims from third parties later on.

Please tell us if any other person admits blame.

Even if you do not intend to make a claim, please call Our claim line on 0818 222 888 as we are here to help you. We can usually get all the information we need in one phone call, but sometimes we may ask you to fill in a claim form.

### **What happens next? - Claims Procedure**

You must report accidents, claims and civil or criminal proceedings to us immediately and in any event within 48 hours.

You must send us every letter, claim, writ or other document you receive about a claim immediately, unanswered, upon receipt and we will respond to these. You must report theft or vandalism to the police immediately and in any event within 48 hours after you discover it. We can take over and conduct the defence or settlement of any claim, or make any claim in your name or in the name of any person claiming under this Policy to recover any amount paid by us.

When we are dealing with any claim the person who is seeking payment under this policy shall give us all the relevant information, documents and assistance we require to enable any claim to be validated for us to achieve a settlement or pursue a recovery.

Below are some examples of what we may request. However, we may also ask for other information, documents and assistance relevant to your claim.

Details of third parties and witnesses statement of events relating to your claim sketch or photograph of the accident scene, correspondence received from another party (including court papers) driving licence, proof of identity and address, vehicle documentation such as the Log Book, NCT and proof of purchase, receipts and invoices, finance documents, attendance at court meetings with solicitors or us.

If we ask for them, you must also give us the key(s) to your car and a copy of your driving licence or that of any other driver of your car. We will settle all claims as fairly and quickly as possible. Any claims suspected of being fraudulent or exaggerated will be vigorously contested and may lead to termination of all cover under the Policy.

## Private Car All Sections Excess Insurance Policy

### Contract

In consideration of a premium being paid, the Underwriters will provide an Indemnity as defined in Section 1, 2 and 3 for injury, loss or damage happening during the Period of Insurance in the United Kingdom including Northern Ireland, the Isle of Man and the Channel Islands and the Republic of Ireland or in transit by sea between any ports therein. Unless otherwise agreed, the law of England and Wales will apply to this Contract.

Your Policy has been prepared in accordance with Your signed proposal form or statement of facts and /or recorded telephone conversation. The Policyholder must take reasonable care to provide complete and accurate answers to the questions asked when the Policy was taken out, making changes to, and renewing Your Policy. If the information provided by You is not complete and accurate: We or the Underwriters may cancel your Policy or declare it void and refuse to pay any claim, or the Underwriters may not pay any claim in full, or the Underwriters may revise the premium and/or change the excess, or the extent of the cover may be affected.

### The Law Applicable to the Contract

Under the relevant European and Irish legal provisions the parties to the proposed contract of insurance (We, XS Direct and You, the proposer) are free to choose the law applicable to the contract. We propose that Irish Law applies to the contract.

Your Policy has been prepared in accordance with Your signed proposal form or Statement of fact and /or recorded telephone conversation. The Policyholder must take reasonable care to provide complete and accurate answers to the questions asked when the Policy was taken out, making changes to, and renewing Your Policy. If the information provided by You is not complete and accurate: We or the Underwriters may cancel your Policy or declare it void and refuse to pay any claim, or the Underwriters may not pay any claim in full, or the Underwriters may revise the premium and/or change the excess, or the extent of the cover may be affected.

## Insurance Act 1936 (or amendments thereto)

All monies which become or may become payable by the Underwriters under this policy shall, in accordance with Section 93 of the Insurance Act 1936, be payable and paid in the Republic of Ireland in euro unless we specifically say otherwise.

## All Sections Excess – no alteration to protection provided

Under the Road Traffic Act (1961), a person may not use a car in a public place unless there is an approved Policy of insurance in force. The Underwriters may however insert conditions in the Policy which limit or restrict the liability of the Underwriters to the Policyholder. However, there is no reduction in the protection provided by the Underwriters to the Policyholder in relation to their liability against claims from third parties as a result of the use of the car. The excess is valid between the Underwriters and the Policyholder as long as this does not affect any person entitled to recover damages in accordance with the Road Traffic Act (1961). Therefore, in the event of a third party claim, the Underwriters will remain liable but the Underwriters are entitled to recover up to the excess amount from the Policyholder.

## Regulation

Policies are distributed by XS Direct Insurance Brokers Limited. XS Direct Insurance Brokers Limited is regulated by the Central Bank of Ireland and is subject to the Central Bank of Ireland's Consumer Protection Code and Minimum Competency Code which offer protection to consumers. These codes can be found on the Central Bank's website [www.centralbank.ie](http://www.centralbank.ie).



## Conditions That Must be Met

Agreements made between the Underwriters, Us and You as part of taking out the Policy.

In return for paying Your premium, the Underwriters will provide the cover shown in Your schedule under the terms and conditions of this policy during the period of insurance. Any changes made during the period of insurance will be treated as a continuation of the contract of insurance.

The Underwriters will provide cover under this policy subject to persons seeking cover observing the terms & conditions of this policy.

This Contract is between You and the Underwriters. Nobody else has any rights they can enforce under this Contract except those they have under the Road Traffic Act

### Your Duty of Disclosure

The following is a condition precedent to the liability of the Underwriter:

- Duty of disclosure of material facts.

A material fact is anything which affects this insurance.

Duty of disclosure of a material fact continues throughout the life of the Policy. We will void the Policy if cover has been obtained by any misrepresentation, misdescription, and use of a fraudulent document or non-disclosure of any material fact.

If you are in any doubt as to whether a fact is material or not, You should contact Us for clarification.

Failure to disclose material facts could result in Your contract being invalidated/ cancelled, a claim not being paid or difficulty obtaining insurance in the future.

## Definitions

**Accessories** means parts or products (including spare parts) specifically designed to be fitted to Your Car. This includes roof/cycle racks and roof boxes. We may treat some accessories as Modifications, so please tell Us about any alterations from the maker's standard specification to Your Car.

**Approved Repairer** means a repairer We have approved and authorised to repair Your Car following a claim under Section 2 or Section 3 of this Policy.

**Approved Windscreen Supplier** means a repairer We have approved and authorised to repair or replace your windscreen.

**Certificate of Motor Insurance** means the document to prove that You have motor insurance

as required by the Road Traffic Act and forms part of your Contract with the Underwriters. It also shows the registration number of the car the Underwriters are insuring, who may drive, what the car may or may not be used for and the period for which the insurance is valid.

**Contract** means this Policy document, the Certificate of Motor Insurance, the Schedule, the Statement of Fact and/or the Proposal Form and any Declarations made by telephone over a recorded line.

**Endorsements** means a clause that alters the cover provided by the Policy.

**Excess** means the amount You must pay towards any claim including costs. You are responsible for the excess even if the incident is not Your fault. The Excess applies to all Sections of this insurance. The Excess is comprised of the figure shown on Your Schedule plus the amount of any sum of money owed by You to the Underwriters in respect of any other claim hereunder or in respect of any previous or subsequent motor policy including any Excess amount owed.

**Green Card** means the International Motor Insurance Card. This is an internationally recognised document that some countries need as proof of the minimum compulsory insurance required to drive abroad.

**Indemnity** means the legal principle which ensures that, after a loss, You are placed in the same financial position as You were prior to the loss.

**Key(s)** any device(s) used for starting Your Car or using its locking mechanism or immobiliser.

**Main driver** means the person who drives Your Car most of the time whether for social purposes and/or for travel to and from a place of business, duty or study.

**Market Value** means the cost of replacing Your Car with one of the same make, model and specification, taking into account the age, mileage and condition of Your Car. To determine the Market Value, we will usually ask a qualified motor engineer for advice and refer to current market valuing guides. We will also refer to current market valuing guides to consider the amount You could have obtained for Your Car had You sold it immediately before the accident, loss or theft (taking into account its condition prior to the accident, loss or theft).

**Modifications** mean any changes to Your Car's standard specification, including optional extras. These include, but are not restricted to, changes to the appearance and/or the performance of Your Car (including wheels, suspension, bodywork and engine) and include changes made to Your Car by any previous owner(s).

**Motor Trade** means any business involving the sale, servicing or maintenance of motor vehicles.

**Partner** means your husband, wife or civil partner as recognised by Irish Law.

**Period of Insurance** means the length of time covered by this insurance, as shown on Your Schedule or date of cancellation if earlier.

**Policy** means this policy booklet, Schedule, motor proposal form or Statement of Fact.

**Policyholder** means the person named as the Policyholder on the Certificate of Motor Insurance and Schedule.

**Private Motor Vehicle** means a privately owned motor car manufactured for the carriage of up to 8 people including the driver which is designed solely for private use and has not been constructed or adapted to carry goods or loads.

**Road Traffic Act** means any Acts, laws or regulations, which govern the driving or use of any motor vehicle in the Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

**Recorded Telephone Conversation** means a recording of any telephone conversation with You or Your representative in connection with this Policy.

**Schedule** means the document forming part of your Contract with the Underwriters and includes the following:

- period of cover;
- name of the Policyholder, permitted drivers and the permitted use;
- premium;
- amount of the Excess;
- details of the insured car;
- sections of this policy document which apply;
- any conditions which vary the terms of this document of insurance.

**Statement of Fact** means the document recording the statements made and information You gave or which was given for You when the Policy was arranged, amended or renewed.

**Terms** means all terms, exceptions, conditions and limits which apply to Your Policy.

**Track days** means driving or using Your Car on a motor racing track, circuit, airfield, test venue, derestricted road or at an 'off road' event such as a 4x4 event or whilst green laning;

**Trailer** means any form of trailer that has been specially built to be towed by a motor car.

**We, Our, Us, The Company** means XS Direct Insurance Brokers Limited who distribute and administer this policy on behalf of the Underwriters .

**You, Your** means the person named as the Policyholder on the Schedule and Certificate of Motor Insurance.

**Your Business** means Your occupation as described in the Schedule.

**Your Car** means the insured Private Motor Vehicle shown on Your Schedule. As well as any Private Motor Vehicle loaned or hired to You under our Approved Repairer Scheme or by a member of the Motor Trade while Your Car is in custody of the Motor Trade for service or repair.

## Section 1 - Liability to Third Parties

As a result of an accident involving Your Car or any other vehicle Your Certificate of Motor Insurance entitles You to drive, the Underwriters will pay all sums you are legally responsible for;

- (a) following death or injury to any person.
- (b) damage to anyone else's property (liability for such damage is limited to €30,000,000 in respect of any one claim or number of claims arising out of one event),
- (c) in the event of the death of any person entitled to Indemnity under this Section, the Underwriters will subject to our consent, pay the fees of their legal personal representatives, provided always that:
  - (i) the Underwriters liability is not increased,
  - (ii) Such legal personal representatives, so far as they can, comply with the terms and conditions of this Policy.
- (d) The towing of a trailer or disabled mechanically propelled vehicle which is attached to or under tow (as permitted by law) by the Insured Vehicle.

### **Driving other cars**

Your policy does not provide Drive other cars (DOC) cover.

### **Other People**

In the same way as You are insured, We will insure:

- Any person You permit to drive or use Your Car, as long as this is allowed by your Certificate of Motor Insurance and such driver shall as though he were the Policyholder, observe fulfil and be subject to the terms of this Policy insofar as they can apply;
- any passenger travelling in or getting into or out of Your Car;
- the employer or business partner of any person who is driving or using Your Car for their business as long as this is allowed by Your Certificate of Motor Insurance and;
- the legal representation of any person who has died if they would have been entitled to protection under this section.

## Claims Discretion

If there is a claim that is covered by this Policy, the Underwriters have the option entirely at Our discretion to pay the reasonable legal costs and/or expenses to defend or represent You or any driver covered by this Policy at a Coroner's inquest or fatal accident inquiry and/or in criminal proceedings arising out of the incident. You must notify Us of any coroner's inquest, fatal accident enquiry or other court proceedings following any incident which might involve legal liability.

We will then decide whether to meet any legal fees for representation. You must send Us any letter, writ or summons from a third party or their representative within 48 hours of receiving it.

## Emergency medical treatment – Special provision in respect of United Kingdom use.

In so far as concerns occurrences in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands the Insurer will indemnify any person using the Insured Car against liability for emergency treatment payments under road traffic legislation.

## Exceptions to Section 1

Except insofar as is necessary to meet the requirements of the Road Traffic Act, the Except in so far as is necessary to meet the requirements of the Road Traffic legislation, the Underwriters shall not be liable for:

- 1 The first amount, as shown in the Schedule, of each claim (the excess).
- 2 Damage to property owned by You or property being held in trust or custody by You under this section of the policy.
- 3 Death of or bodily injury to any person arising out of or in the course of their employment.
- 4 Death, injury, damage, or any liability whatsoever nature while Your Car is in or on the part of an aerodrome, airport, airfield, or military base provided for:
  - (a) The take-off or landing of aircraft and for the movement of aircraft on the ground.
  - (b) Aircraft parking aprons including associated service roads, refuelling areas and ground equipment parking areas, hangars and maintenance areas.

- 5 Death, injury or damage arising from any consequence of war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolutions insurrection or military or usurped power, riot or civil commotion, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- 6 loss of or damage to any trailer, caravan or vehicle (of their contents) whilst being towed by or attached to any Private Motor car which is covered by this section.
- 7 Liability on the part of anyone who has other insurance covering the same liability.
- 8 Any loss, damage, death or injury arising as a result of racing against another motorist, or a deliberate act caused by You or any other driver insured to drive Your Car.
- 9 Liability caused by any act of terrorism.
- 10 legal costs or expenses related to charges connected with speeding, driving under the influence of alcohol or drugs, or for parking offences;

## Section 2 - Fire & Theft, Loss or Damage

The Underwriters will indemnify the Policyholder against loss of or damage to Your Car and/or its spare parts caused by fire, lightning, and explosion or by theft or any attempt thereat, except for the Excess amount, as set out in the Schedule, arising out of each and every event.

## Section 3 - Accidental Damage

The Underwriters will indemnify the Policyholder against loss of or damage to Your Car and/or its Accessories or spare parts whilst thereon caused by accidental means, except for the Excess amount, as set out in the Schedule, arising out of each and every event.

## What We will Pay - **Applicable to Sections 2 and 3**

The Underwriters have the option to:

- pay to repair the damage or repair the damage themselves;
- replace what is lost or damaged, if this is more cost-effective than repairing it; or
- settle Your claim by sending You a cheque or by making a bank transfer.
- When You accept the Underwriters payment as a result of Your Car not being recovered following a theft or if Your Car is beyond economical repair, Your Car becomes the Underwriters property.

The Underwriters will not pay more than the Market Value of Your Car at the time of the loss, less the Excess applicable.

Your Policy does not provide cover in respect of storage charges which may accrue daily. If Your Car cannot be repaired economically, We will get it moved to a place of free and safe storage as soon as possible but You will be liable for any storage costs incurred to that point. It may be necessary for You to settle these charges before Your Car will be released and any delays in settlement will result in on-going and increasing storage charges.

If the Underwriters agree to settle Your claim on the basis that Your Car cannot be repaired economically, You still owe the full yearly premium as the Underwriters will have met all their responsibilities to You under the Policy and You must send Us the keys, registration document and Certificate of Motor Insurance. All cover will then end unless We agree differently. If for any unforeseen reason during the claims process We need other documentation from You, We will notify You of this as soon as possible.

The Underwriters will not refund any of Your premiums.

If You want the Underwriters to pay for damage to Your Car, its Accessories and spare parts, You must take steps to make sure it is kept safe until it is repaired. You can arrange to have Your Car moved to the premises of the nearest competent approved repairer.

You can arrange for any needed and necessary repairs to be carried out at a competent repairer of Your choice. However, you must give Us full details of the incident.

You must send the Company a detailed repair estimate and full details of the incident as soon as possible so that repairs can be approved. The Company reserves the right to request the Policyholder to obtain alternative estimates. N.B. The Underwriters and The Company will not be liable for any loss of use of the vehicle arising out of any delay in issuing authorisation to the repairer.

If Your Car belongs to someone else, or is under a hire purchase or leasing agreement, The Underwriters will settle the claim with the legal owner.

We may decide to repair Your Car with parts which have not been made by Your Car's manufacturer but which are of a similar standard, including recycled parts.

## Exception to Section 2 & 3

The Underwriters shall not be liable for

- (a) The amount of the Excess as set out in the Schedule, arising out of each and every event or accident involving Your Car.
- (b) Any mechanical, electrical or electronic breakdown, failure or malfunctions, wear, tear or depreciation.

- (c) Damage to tyres caused by applying the brakes, road punctures cuts or bursts.
- (d) Loss of use or any other consequential loss (including the cost of hiring a vehicle) or any other indirect loss such as loss of earnings or travel costs;
- (e) Any damage to Your Car arising from an accident in respect of which the insured driver is convicted of an offence involving drink, drugs or illegal substances.
- (f) Depreciation that occurs to the value of Your Car as a result of it being in an accident.
- (g) Loss or damage to Your Car directly occasioned by pressure waves caused by aircraft or other devices travelling at sonic or supersonic speeds.
- (h) Loss or damage to Your Car where it is airside or in the vicinity of any aircraft.
- (i) Storage charges incurred.
  
- (j) Any amount in excess of €100 for towing as a result of an accident.
- (k) Any car hire or alternative vehicles costs incurred.
- (l) Cost of replacing personal belongings or any detachable mobile phone or satellite navigation equipment or any nonstandard equipment in Your Car including iPods.
- (m) Loss or Damage arising from Your Car being filled with the wrong fuel.
- (n) Loss or damage to Your Car unless You do all You can to protect Your Car and keep it in a roadworthy condition. If You do not do this Your right to claim under Your policy may be affected:

**You must:**

- (i) Ensure the car is locked, windows, including sunroofs, are closed, and any required security devices are activated and all keys and keyless entry system devices are removed when the car is left unattended.
- (ii) Ensure Your keys remain on Your person at all times when away from Your residence as failure to safeguard your keys will result in the declinature of any Theft claim.
- (iii) When leaving Your Car take personal belongings with You, lock them in Your boot or glove compartment. Do not leave them in open view in Your car.
- (iv) When leaving Your Car unattended remove if physically possible Your radio and other audio equipment or activate any security features they may have.
- (v) Maintain Your Car in roadworthy condition and ensure You have a valid NCT certificate where appropriate. Always keep the tyres within the legal requirements at all times.



- (o) Loss or Damage if You have not taken care to protect Your Car (as described above), or if it has been left unlocked or the Keys left in Your Car or attached to it or left in the immediate proximity of it.
- (p) Loss or damage to Your Car by theft or attempted theft, if We have advised that You must have a working security or a tracking device when Your Car is unattended but such working security or tracking device was not in operation at the time of the loss or damage – Your Schedule will confirm if this is required.
- (q) More than the manufacturer's latest list price in the Republic of Ireland of any part or Accessory (if such a list price is not available the most the Underwriters will pay is the manufacturer's latest list price in the Republic of Ireland for an equivalent part or Accessory); additional costs caused by the unavailability of any part or Accessory (this includes the cost of importing any part or Accessory into the Republic of Ireland).
- (r) Loss or damage to Your Car caused by deception or fraud including when You are offering Your Car for sale.
- (s) Loss or damage to Your Car arising from it being taken by, driven or used without Your permission by a member of Your family or household, regardless of whether that person is covered by this Policy or not unless You report the person to the Gardaí or police for taking Your Car without your consent.
- (t) Loss or damage to Your Car as a result of it being confiscated or destroyed by or under official order of any government, public or local authority.
- (u) Deliberate damage caused to Your Car by any person insured under your Policy.
- (v) Loss or damage as a result of Your Car being returned to its rightful owner;
- (w) Loss or damage to any trailer, caravan or broken-down motor vehicle whether or not it is being towed by or attached to Your Car.
- (x) Any additional damage resulting from Your Car being moved by You after an accident, fire or theft.
- (y) For damage to Your Car as a result of racing against another motorist, "road rage" or a deliberate act caused by You or any driver insured to drive Your Car.
- (z) Any Modifications or optional extras unless we have agreed to cover these.
- (aa) Any goods, tools of trade or samples connected with Your work or any other trade, or any container for these items.
- (bb) Damage caused by frost.
- (cc) Any amount in excess of €50 for sign writing, advertisements, logos or specialised artwork.

## Your obligation to pay/repay the Excess Amount

XS Direct motor policies carry a high 'all sections excess' which is detailed on Your Schedule of Insurance. In cases where You are making a claim under Section 2 or 3 and the agreed damage is greater than the Excess amount, the Excess amount shall be deducted from the amount paid to You and You will have no further liability to pay or repay the Excess amount. If the damage under Section 2 or 3 is not greater than the Excess amount, the Policyholder undertakes to pay/repay the Underwriters immediately on demand the Excess amount, as set out in Your Schedule of Insurance, or any part thereof in respect of any claim arising under this Policy. The Excess applies to damage or injury claimed by a third party. You are liable for any claim (by You or any third party) made on Your Policy up to an amount of the value of the Excess on the Policy. For example, if You are involved in an incident where a third party makes a claim against You and there is no damage to Your Car, You will be liable to pay The Underwriters the amount up to the value of Your Excess. If You are deemed liable for any such claims, The Underwriters will make payments on Your behalf to settle the claim on the best terms available as outlined in Condition 1 of Your Policy. It is therefore imperative and in Your interest to cooperate fully with XS Direct in settling any claim to allow every opportunity to reduce the claim's cost. When the Underwriters make payments to settle such claims on Your Policy, We will send a letter informing You of the payments made and request payment up to the Excess amount within 14 days of the date the letter is issued. In the event payment is not received within that 14 day period, We or the Underwriters reserve the right to immediately invoke the cancellation clause on Your Policy and Your Policy will be cancelled after a further 7 days. Any legitimate claim submitted by You and/ or a third party prior to the cancellation of this Policy will be dealt with under the terms and conditions of this Policy. In circumstances where the Excess payment due has not been received, and Your Policy has been cancelled by Us or The Underwriters for this reason, or when Your Policy has lapsed or has been previously cancelled but the Excess payment remains outstanding, the matter will be passed automatically to XS Direct's debt collection agency with instruction to recover the amount due. Failure to pay the Excess due, within the allocated time frame will incur further charges which are outlined. As outlined in condition1 (f) (iii), the Company can conduct the defence, admit negligence for any incident or claim on Your behalf.

The Underwriters will also exchange information with other parties involved with the incident or claim and to settle any claim or part of the claim without reference to the Policyholder.

If there is a dispute between the Underwriters and the Policyholder, the settlement of the claim shall be as if it were made with the agreement of the Policyholder, regardless that such settlement may be made without admission of liability. We will settle all claims on the best terms available and keep the claim payment to a minimum as much as is possible. You will be liable to pay/repay your Excess Amount on the basis of such settlement notwithstanding that You may not agree with the level of third party damage or injury which has been incurred, claimed and paid for.

## Deduction for Your own damage from Your liability to pay Your Excess Amount

In instances where You have suffered damage to Your Car but have chosen not to claim on this insurance in respect of that damage You are still liable to pay the Excess amount in respect of any Third Party claim or any other amounts incurred, (including the damage to your vehicle), by the Underwriters arising from the same event. No reduction of the Excess amount in respect of these payments will apply because of Your choosing to make no claim under this insurance in respect of damage to Your Car unless the following requirements are met:

- (a) the damage to Your Car is reported to us within 14 days of the event.
- (b) We have agreed the value of such damage at the time prior to any repair proceeding.
- (c) any value of such damage up to an amount of €500 must be supported by an estimate for the repair of such damage to be approved by Us and to be submitted to Us within 14 days of the event.
- (d) any value of such damage in excess of €500 must be supported and approved by an assessment of one of Our appointed assessors to whom access to the vehicle has been provided within one month of the event.

Subject to compliance with the requirements of this clause the Underwriters will deduct the agreed value of any damage to Your Car from the Excess amount payable in respect of the total claim for your damage and the amount we agree to pay the third party.

## Consequences of failure to pay/repay the Excess Amount

In the event of failure to pay/repay the Excess amount:

- (a) The Policyholder shall indemnify the Company from and against all costs and disbursements incurred by the Company in pursuing the debt including costs of a solicitor and the Company's debt collection agency costs.

- (b) At the Underwriters option, both we and they shall be entitled to immediately invoke the cancellation clause on Your Policy and Your Policy will be cancelled after a further 10 days, although any legitimate claim arising prior to the cancellation of this Policy will be dealt with.

We would like to highlight some of the potential implications of having Your motor insurance Policy cancelled:

- (a) You will NOT be insured to drive Your Car.
- (b) Your Car's registration will be removed from the National Vehicle and Driver File and You may be stopped by the Gardaí or Police.
- (c) This cancellation must be disclosed in future motor insurance proposals which may affect the price and availability of Your future motor insurance.
- (d) You will not be entitled to any refund on premium paid and You will continue to be liable for any instalments outstanding relating to the purchase of Your Policy.
- (e) We may retain a record of Your claim history and cancellation in accordance with the Data Protection Acts 1988 and 2003 and may share certain information with other insurers and interested parties, where necessary and appropriate.
- (f) We will pass this matter over to Our debt collection agents with instructions to recover the amount due, as well as any costs incurred in doing so. Failure to pay within the above allocated time frame will incur further charges which are outlined above.

## Payment of External Claims Handling Expenses

We are obliged to investigate and handle any claim on a Policy by a customer or a third party regardless of fault or liability. Such investigations may involve expenditure on various fees and services such as independent engineers, external claims adjusters, external legal or other professional advice and field agents. These expenditures are associated with the adjustment, recording, and settlement of claims, other than the claim payment itself. Such amounts are recorded as a claims payment and if applicable will form part of The Excess sought to be repaid to the Underwriters. Furthermore, the payment of such fees may have an impact on whether XS Direct will issue you a letter of claims free driving at the end of Your Policy term **Terrorism Exclusion Clause**

The Underwriters shall not be liable for any loss, damage, injury or legal liability caused directly or indirectly by terrorism or any similar event. This exception does not apply to the cover the Underwriters must provide under the Road Traffic Acts or any other laws which apply to motor insurance.

For the purpose of this exclusion an “act of terrorism” means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear. This Policy also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If as a result of this exclusion, any loss, damage, cost or expense is not covered by this Agreement, the burden of proving the contrary shall be upon the Policyholder. In the event any part of this exclusion is found to be invalid or unenforceable, the remainder shall still apply.

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If as a result of this exclusion, any loss, damage, cost or expense is not covered by this Agreement, the burden of proving the contrary shall be upon the Policyholder. In the event any part of this exclusion is found to be invalid or unenforceable, the remainder shall still apply.

## Endorsements

These Endorsements are only operative if shown on Your Schedule of Insurance.

### **Endorsement 01 – Breakage of Glass Cover**

The Underwriters will pay up to €400 (net of €50 excess) for accidental damage to Your Car windscreen or windows in any one Period of Insurance if the windscreen or window is replaced or repaired by Our Approved Windscreen Supplier. If any other supplier carries out the repair the Underwriters will only pay up to €250 (net of €50 excess) in any one Period of Insurance.

#### **The Policy extension does not cover**

- First €50 of any claim (the breakage of glass excess).
- Any loss or damage if You do not have cover under the Section.
- Damaged sunroofs, roof panels, lights or reflectors, even if they are made of glass.
- Extra costs for the work to be undertaken outside normal hours, unless the windscreen is shattered, or the driver's vision or the security Your Car, is affected.
- VAT if You are registered.
- Any damage to Your Car caused by or as a result of the breakage of the glass.

### **Endorsement 02 – Territorial Extension**

Minimum cover (as required by the laws of the country applicable) will apply to allow the use of Your Car in any country which is a member of the EU, plus Andorra, Faroe Islands, Gibraltar, Monaco, Norway, Iceland, Liechtenstein, San Marino and Switzerland. A Green Card is not necessary for travel in these countries and Your Certificate of Motor Insurance provides proof of cover required to travel in these countries. Minimum cover applies for trips of no more than 30 days per trip up to a maximum of 90 days per policy period. Upon payment of additional premium by the Policyholder, the territorial limits of the Policy will be extended to include those countries specified and agreed to by the company for the period stated.

### **Endorsement 04 – Comprehensive Cover Abroad**

Minimum cover (as required by the laws of the country applicable) will apply to allow the use of Your Car in any country which is a member of the EU, plus Andorra, Faroe Islands, Gibraltar, Monaco, Norway, Iceland, Liechtenstein, San Marino and Switzerland. To upgrade to fully comprehensive, there is an additional premium of €100, inclusive of Levy, per week or part per week thereof. This cover applies for trips of no more than 30 days per trip up to a maximum of 90 days per policy period.

## Endorsement 05 – Provisional Licence

1. Sections 2 & 3 of this policy will not apply whilst Your Car is being driven or used by any person holding a provisional driving licence unless they are accompanied by a person who is over the age of 24 and has held a full Irish driving licence for the category of vehicle covered by this policy for a minimum period of 3 years. We may cancel Your policy if You are convicted of driving unaccompanied on a provisional licence. If a named driver is convicted of driving unaccompanied on a provisional licence We will remove them from the policy.

## General Exceptions

### **1. 1 The Company shall not be liable in respect of any claim arising while Your Car is being used or driven:**

- (a) Otherwise than as stated in the Certificate of Motor Insurance or permitted under Section 1 "Liabilities to Third Parties".
- (b) To the knowledge of the Policyholder in an unsafe or unroadworthy condition.
- (c) Unless the person driving holds a license to drive the Insured Vehicle or has held and is not disqualified from holding or obtaining such a license.
- (d) If, to the knowledge of the Policyholder, the person driving does not hold a license to drive the Insured vehicle unless the person driving has held and is not disqualified from holding or obtaining such a license.
- (e) By any person not described on the Certificate of Motor Insurance and/or Schedule as entitled to drive or in charge of the car.
- (f) By any person who is breaking the conditions of their driving licence.
- (g) Without Your consent by a family member, spouse, partner or a person who normally lives with You or any driver shown on your current Certificate of Motor Insurance.
- (h) For towing more than one caravan, trailer or mechanically disabled vehicle at the same time.
- (i) For merchandise delivery including fast food delivery.
- (j) For criminal purposes or deliberately used to cause harm, loss or damage for hire or reward, racing, pace making, testing, speed trials, track days or for competing in rallies.
- (k) For any use in connection with the Motor Trade other than by a member of the Motor Trade for the purposes of overhaul, upkeep or repair; when towing for payment/reward a caravan, trailer or mechanically disabled vehicle.

- (l) If You or any appropriate driver is negligently in breach of the Road Traffic Acts 1961 to 2014, except where the Underwriters are required to provide this cover under the Road Traffic Acts 1961 to 2014 or any other legislation applicable to motor insurance.

**2. The Underwriters shall not be liable for:**

- (a) any consequence of war, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- (b) any accidental injury loss or damage (except that which is covered under Section 1 "Liability to Third Parties") arising during or in the consequence of:
  - (i) Earthquake.
  - (ii) Riot or civil commotion assuming the proportions of or amounting to an uprising.
- (c) Any liability arising out of any agreement between You and another party prior to any incident arising, which, in the absence of any such agreement, would not apply.
- (d) Directly caused by pressure waves from aircraft and other flying objects travelling at sonic or supersonic speeds.
- (e) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss, or
- (f) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from Ionizing radiations or contamination by nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (g) Earthquake or underground fire
- (h) Riot or civil commotion outside of the Republic of Ireland or Northern Ireland
- (i) The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

**3.3 The Company shall not be liable for any accident, injury, damage, loss (including consequential loss) or any liability of whatsoever nature while Your Car is in or on that part of an aerodrome, airport, airfield, or military base provided for:**

- (a) Take-off or landing of aircraft or movement of aircraft on the ground.
- (b) Aircraft parking, including the associated service roads, refuelling areas, ground equipment parking areas, hangars and maintenance areas.



**4. This Policy shall not apply in respect of claims arising out of:**

- (a) Any accident, injury, loss or damage occurring while Your Car is being used on a motor racing track or circuit, airfield, test venue, derestricted road, Nurburgring Nordschleife or at an off-road event, or for racing, pace-making, competitions, rallies, track days, trials or tests speed trials or speed tests.
- (b) The Policyholder or any driver covered under this Policy using a commercial vehicle.
- (c) Vehicles specifically designed or adapted for military and/or law enforcement use.
- (d) Public emergency service vehicles.
- (e) Losses occurring in the United States of America and/or Canada.
- (f) Vehicles on rails or cables.
- (g) Use of vehicles or vehicles used for transport of chemical substances and gases in liquid, compressed or gaseous form.
- (h) Vehicles or vehicles used that do not travel on terra firma.
- (i) Use of vehicles for transport of highly explosive substances.
- (j) Use of vehicles or vehicles used for transport of Chemical substances and gases in liquid, compressed or gaseous form.
- (k) Motor traders risks which means any business involving the sale servicing or maintenance of motor vehicles.
- (l) vehicles used for transportation of oil.

**5. Pollution**

The Underwriters will not cover any injury, loss, damage or liability caused by pollution or contamination, unless the pollution or contamination is caused by a sudden, identifiable, unexpected and accidental incident which happens during the Period of Insurance.

**6. Public Authorities**

The Underwriters do not cover any loss or damage caused by any government, public or local authority legally removing, keeping or destroying Your Car.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Policyholder. In the event any portion of these exclusions is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

# Conditions

## 1. Due Observance

The observance and fulfilment of all relevant terms and conditions of the Policy and any applicable Endorsements (as shown in the Schedule) shall be conditions precedent to any liability of the Underwriters to make any payments under this Policy.

### Claims

- (a) All accidents involving possible injury; loss or damage must be reported to the Company within 48 hours of occurrence.
- (b) Any writ, summons or impending prosecution must be sent and/or notified to the Company immediately and must not be replied to.
- (c) You must inform the Gardai / Police as soon as possible if Your Car or its contents are stolen and provide Us with the crime reference number.
- (d) You must send to Us immediately all communications from other people involved in an accident involving You which must not have been replied to.
- (e) You must give Us all the information and help we need to process the claim.
- (f) For the purpose of this part of the condition only, the expression "Insured Person" shall mean The Policyholder (as stated on the Schedule) and any other person entitled to be indemnified under this Policy (as stated on the Schedule):
  - (i) The Insured Person (or the Insured Person's agent) shall not make any admission of liability or offer or promise of payment but shall permit the Company to have sole conduct of all negotiations or legal proceedings.
    - (ii) The Underwriters shall be entitled to use the name of the Insured Person for the purpose of resisting or enforcing any claim and the Insured Person shall give to the Underwriters all reasonable assistance in connection therewith and shall act in all cases in the best interests of the Underwriters.
    - (iii) The Underwriters can conduct the defence, admit negligence for any accident or claim on Your behalf The Underwriters will also exchange information with other parties involved with the incident or claim and to settle any claim or part of the claim without reference to the Insured Person. If there is a dispute between the Underwriters and the Insured Person, the settlement of the claim shall be as if it were made with the agreement of the Insured Person, regardless that such settlement may be made without admission of liability We will settle all claims on the best terms available and keep the claim payment to a minimum as much as is possible. You will be liable to pay/repay your Excess Amount on the basis of such settlement notwithstanding that You may not agree with the level of third party damage or injury which has been incurred, claimed and paid for.

## 2. Keeping your Policy up to date - What if my car or circumstances change?

You must tell Us of any changes to Your circumstances or those of any permitted driver, otherwise Your Policy could be invalid. Call Your broker who sold you Your Policy and they will let You know if there is a refund or additional premium to pay. If You are unsure if any changes are relevant You must call Your broker and ask.

You must tell Us about any changes in circumstances, as We may not be able to arrange cover in every case. If We are not told about changes in circumstances this could affect the amount You are able to claim or may even mean You are unable to make a claim. If the circumstances differ significantly it could even result in Your Policy being declared void. Changes in circumstances are any factors that differ from the information given previously, for example if You have received motoring convictions since Your Policy started. If We are able to arrange cover Your broker will calculate any difference in premium from the date You were obliged to notify Us (even if this happened in a previous Period of Insurance). Please note the notification timescales described below.

Please tell Us before if You

- are going to modify Your Car, even if the alteration is only cosmetic
- are going to change to a different car
- are going to change what You use Your Car for (e.g. if you start using it for business travel when you were not covered for this before)
- would like to add another driver to your Policy
- are going to take Your Car abroad

Please tell Us immediately

- if You or any driver named on Your Policy, are involved in an accident theft or loss, even if it is not in respect of a vehicle covered under this Policy, no matter how trivial or small and even if You do not wish to make a claim
- if You sell Your Car
- if You change Your address or mobile number
- if You or any driver named on Your Policy, change occupation
- if You become aware of any medical or physical condition of any driver that may affect their ability to drive
- if You or any driver named on Your Policy, stop being resident in the Republic of Ireland
- if You or any driver named on Your Policy, have been disqualified from driving, have had their driving licence revoked or their driving licence status has changed. Please note that a change in licence status such as passing Your driving test may result in an increase in premium.

- Of any motoring or criminal convictions (including penalty points, fixed penalties, speed camera offences and disqualifications) in respect of You or any person permitted to drive under this Policy

If any of the changes (for example, change of car or change of occupation) would result in Us being unable to place insurance for You, Your Policy will need to be cancelled and the cancellation procedure and refunds outlined below will apply.

Please tell us when You renew Your insurance

- if You or anyone covered by this Policy had insurance cancelled by an insurer. This includes a Policy declared null and void (as though it has never existed), a renewal declined by an insurer or a Policy cancelled by an insurer due to, but not restricted to, non-payment, fraud or misrepresentation;
- of any physical or mental impairment that must be notified to the National Driver Licence Service (NDLS).
- of any other information previously provided which has changed in the last policy period.

### **3. Cancellation/Cooling Off Period**

When You receive your Policy, You have 14 days to consider the cover. If the cover does not meet Your requirements You may cancel your insurance by returning to Your broker Your documents within 14 days of receiving them (including Your Certificate of Motor Insurance and Insurance Disc). Provided there are no claims on the Policy, we will refund You Your premium less a pro-rata amount for the time on cover and a €20 fee. A charge will not be made if You cancel before the cover start date.

We, the Underwriters or Your broker have the right to cancel Your Policy at any time by giving You ten days' notice in writing where there is an exceptional or valid reason for doing so. The cancellation letter will be sent to the latest address We have for You and will set out the reason for cancellation. Exceptional or valid reasons may include but are not limited to:

- (i) Where We or Your broker have been unable to collect a premium payment.
- (ii) Where You are required in accordance with the Terms of this Policy Booklet to co-operate with Us, or send Us information or documentation and You fail to do so in a way that significantly hinders Our ability to process a claim, or Our ability to defend The Underwriters interests We or your broker may issue a cancellation letter to advise You and We will cancel Your Policy if You fail to co-operate with Us or provide the required information or documentation within the seven day cancellation notice period.
- (iii) Where You do not take care of Your Car as required in the Exceptions to Section 2 & 3 (n).

- (iv) Where You deliberately tell Us something which is untrue or misleading in response to any question We or Your broker asks You when You take out cover under this Policy, or amend Your cover under this Policy (or We can demonstrate from the relevant circumstances that You did not take reasonable care to ensure the statements You made to Us or your broker were true).
- (v) Where You have unintentionally misrepresented a material fact which, if correctly represented at the time of application, would have caused the Underwriters to decline You for cover.
- (vi) Where We believe that continuing to provide cover following a known breach of any Policy Term, condition or Endorsement presents an unacceptable risk to the Underwriters.
- (vii) In the event of a claim being rejected where cover is excluded or limited by any Policy Term, condition or Endorsement.
- (viii) Where We have evidence of fraud, dishonesty or exaggerated or threatening behaviour.
- (ix) Where necessary to comply with any applicable laws or regulations.
- (x) If the Underwriters decide for reasons of strategy or cost that it is no longer viable for them to continue to provide cover within the particular country or market sector that applies to Your Policy.

<b>Cancellation Period</b>	<b>% of Premium we will refund</b>
Up to 14 days on cover	Pro-rata Refund Less a €20 fee
14 days to 1 month on cover	75%
Up to 2 month to on cover	60%
Up to 3 month to on cover	50%
Up to 4 months on cover	35%
Up to 6 months on cover	25%
Up to 8 months on cover	10%
Over 8 months on cover	0%

Please note under the Road Traffic (Insurance Disc) Regulations, the Certificate of Motor Insurance and Insurance Disc must be returned to the insurer within seven days of the cancellation date.

Should Your Car be stolen and/or deemed to be a total loss Your Policy will be cancelled without prior notice by writing to Your last known address and We will deduct any outstanding premium owed from any payment to You.

If a claim has been made, We may cancel Your cover but not refund any premium. If You are paying by instalments, You must still pay the remaining instalments.

If You are paying Your insurance by premium finance instalments or other similar payment method, cancelling the direct debit instruction does not mean you have cancelled the Policy.

This Policy shall be cancellable by Us or the Underwriters without refund of any premium in the event that, whether in regard to this Policy or any other Policy, any sums of money payable by You to the Underwriters, by way of Excess amount or otherwise, are left outstanding after demand.

#### **4. Other Insurances**

If any claim covered by this Policy is covered by any other insurance, whether taken out by the Policyholder or not, The Underwriters shall not pay more than their portion provided nothing in this condition obliges the Underwriters to contribute under the Indemnity to other persons in relation to Section 1 of this Policy.

#### **5. Care of Your Car**

You or any person in charge of Your car must take precautions to protect Your Car from damage or loss. Alarms, immobilisers and tracking devices must always be on and working when Your Car is left unattended. Your Schedule shows any security requirements specific to Your Policy. If these requirements are not met, this insurance will not be valid and the Underwriters will not pay a claim.

You must always take the Keys out of the ignition and remove them completely when Your Car is left unattended. You should lock all doors and close all windows and sun-roofs. You should maintain Your Car in an efficient and roadworthy condition; and you must have a valid Department of Transport, Tourism and Sport National Car Test Certificate (NCT) if one is needed by law.

You must give Us reasonable access to examine Your Car and if asked send us evidence of a valid NCT Certificate and/or evidence Your Car was regularly maintained and kept in a good condition. If an incident happens and the condition of Your Car caused or contributed to the accident, no cover under the Policy will be provided and instead, liability will be restricted to meeting obligations as required by Road Traffic law. In those circumstances, the Underwriters reserve the right to recover from You or the driver or any party responsible for the condition of Your Car, all sums paid (including all legal costs), whether in settlement or under a judgment, of any claim arising from the incident.

## 6. Fraudulent Claims

If You or anyone acting on Your behalf

- Makes any claim or any part of any claim that is fraudulent, false or exaggerated or supported by any fraudulent device;

We or the Underwriters may

- Immediately cancel or avoid Your Policy and/or all other Policies which You have with us from the date of the claim arising.
- Refuse to pay the claim in its entirety.
- Recover from you any costs incurred by the Underwriters.
- Retain any premium paid by You.
- Involve the relevant authorities in bringing criminal proceedings

## 7. Inaccurate or misleading Information

When asked, If You or anyone acting on Your behalf

- misleads Us in any way, in order to obtain this Insurance, obtain more favourable terms or to reduce the premium payable
- misleads or fails to accurately answer questions which affect either the terms and conditions or the premium of this Insurance or Underwriters accepting your cover, including as to who is the main driver of Your Car, information relating to claims, no claims discount, motoring convictions, criminal convictions, modifications to Your Car and its use;

We may

- immediately avoid Your Policy from the start date of the Policy. If Your Policy is avoided as a result of section 7 Underwriters will not pay any claim and in certain circumstances may retain any premiums paid.
- Alternatively We or Underwriters may revise the terms of the Policy and/or reduce proportionately the amount to be paid on a claim.
- Alternatively we or Underwriters may write to You cancelling the Policy from the date specified in the letter and refund to You any premium paid in respect of the balance of the Policy term.
- Recover from You any costs incurred by Us or any of Our agents
- Retain any premium paid by You.

## **8. Recovery**

If the Underwriters are required to pay a claim under the Road Traffic Law or the law of any country in which the policy operates the Underwriters reserve their right to recover from You and/or the person who incurred the liability any amount paid out which the Underwriters would not have been liable to pay had the law not existed.

## **9. Drink / Drugs clause**

This policy does not provide cover for any loss, damage, accident or injury, other than the Underwriters are required to provide in accordance with the Road Traffic Act, occurring whilst Your Car is being driven by You or any person permitted to drive under this Policy should it be proved to the Underwriters satisfaction that the driver was under the influence of drink or drugs. A conviction under the relevant law (including a conviction for failing to supply a specimen of breath, blood or urine) shall be deemed to be conclusive evidence of the condition of the driver at the time and date of the occurrence giving rise to the conviction. If the Underwriters are required to pay a claim under the Road Traffic Law as a result of Drink/Drugs driving the Underwriters reserve their right to recover from You and/or the person who incurred the liability any amount paid out which the Underwriters would not have been liable to pay had the law not existed. A conviction for Drink/Drugs offence will result in the immediate cancellation of Your policy.

## **10. Instructions**

For Your benefit and to ensure an efficient administration process, it is Our policy to deal with Your spouse, partner or parent and any other person who is named on Your Policy. If you would like someone else to deal with Your Policy on Your behalf on a regular basis please let us know.

## **11. Residency**

You will only be provided with the cover set out in this Policy if You and/or any additional drivers, on Your Policy, are permanently resident in the Republic of Ireland. If there is a change in circumstances or the information previously supplied, then You must tell us. If We are not told about such changes in circumstances this could result in an additional premium, affect the amount You are able to claim or may even mean you are unable to make a claim. If the circumstances differ significantly it could even result in your Policy being declared void.



## **12. Automatic renewal**

The Underwriters may automatically renew Your Policy on the renewal date. If the Underwriters plan to automatically renew, We will let you know the Underwriters are planning to do this before your cover ends together with sending you details of the renewal premium. We will provide you with 15 days' notice in writing of the renewal of the Policy and the terms of the renewal. Your No Claims Bonus Certificate will be issued to you, as a separate document in addition to the renewal notification. If You do not want to renew this Policy, You should let Us know before the renewal date.

## **13. Vehicle registration**

To be covered by this Policy Your Car must be registered in, or be in the process of being registered in, the Republic of Ireland.

## **14. People involved in this Contract**

Accepting payments from passengers as part of a car sharing arrangement will not affect Your insurance cover if:

- they are being given a lift for social or similar purposes;
- Your Car is not built or adapted to carry more than seven passengers;
- this is not as part of a business of carrying passengers; and
- any money received does not produce a profit.

## **15. Voluntary use**

Social, domestic and pleasure use includes use of the car for voluntary purposes. No payment or income should be received other than reasonable expenses to cover running costs such as fuel.

## **16. Trailer cover**

Any trailer attached to Your Car will have cover under Section 1 of this Policy if You own the trailer or it is hired to You under a hire purchase agreement.

## 17 Arbitration

Differences arising out of this policy may (at our option) be referred to the decision of an Arbitrator, or if the parties cannot agree upon a single Arbitrator, to the decision of two Arbitrators, one appointed by each of the parties within one month after having been requested. The Arbitrators shall appoint an Umpire who shall sit with the Arbitrator at their meeting and in case of disagreement, the Arbitrators shall submit to the decision of the Umpire and the making of an award shall be a condition precedent to any right of action against Us or the Underwriters. Claims not referred to the Arbitrator within 12 calendar months from the date on which we refused to provide cover shall be deemed to have been abandoned.

## What We Do With Your Data

XS Direct is the registered data controller for personal information held about You for the purposes of the Data Protection Act. XS Direct will hold Your details in accordance with Our Data Protection and Privacy Policy together with all applicable data protection laws and principles. You should show this notice to anyone who may be covered by Your insurance Policy with the Underwriters. We will use the information You provide to manage and handle Your insurance Policy. This includes underwriting, handling claims and recovering amounts owed by You. To provide You with products and services, We hold information in Our data systems or it is held by Our agents or subcontractors. We may check the information You provide against other information available to the public (such as on the electoral roll and court judgments). We may share information with other insurers, either directly or through people acting for Us and them (such as loss adjusters or private investigators). If We are entitled to do so under data-protection law, We also share information with the police and other law-enforcement agencies. We may pass information about You and Your claims history to:

- Our agents and service providers;
- Insurers/ Underwriters 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.
- Other parties where we have your consent

### Your electronic information

If You contact us electronically, We may collect Your electronic identifier e.g. Internet (IP)

address or telephone number supplied by Your service provider.

### **Motor Insurance Database**

XS Direct may at any time:

- Share information about You with private investigators and public bodies including An Garda Síochana.
- Check and/or file Your details with fraud prevention agencies and databases, and if You give us false or inaccurate information and We suspect fraud, We will record this.
- Below is a sample of such databases used:
  - the Insurance Link Anti-Fraud register (for more information see [www.inslink.ie](http://www.inslink.ie)),
  - the Integrated Information Data System (“IIDS”) to verify information including penalty points and NCD,
  - the National Vehicle File (NVDF), maintained and supported by the Department of Transport, Tourism and Sport, containing details of all registered vehicles in the Republic of Ireland.

### **Sensitive Information**

Some of the personal information We ask You for may be sensitive personal data, as defined by the Data Protection (Amendment) Act, 2003 (such as information about health or criminal convictions). We will not use such sensitive personal data about You or others except for the specific purpose for which You provide it and to provide the services described in your Policy documents. You will have been asked to agree to this when you first contacted Us but please ensure that You only provide Us with sensitive information about other people with their agreement.

### **Credit Reference Agencies**

To assess Your insurance application and the terms on which cover may be offered, We may obtain information about You from credit reference agencies to check Your credit status and identity. The agencies will record Our enquiries. This will not affect Your credit rating.

# Complaints Procedure

At XS Direct, We are committed to providing the best possible service. However, We understand there may be times when We do not meet Your expectations. We want You to let us know straight away if You are unhappy. We will always do Our best to resolve any complaint fairly.

## **How to make a complaint**

We understand that making a complaint can be stressful in itself. That is why We want You to be able to complain in any way You choose.

## **Complaint about Your claim**

Please address Your complaint to Your claims handler handling Your claim. These details should be on the correspondence they have sent You during Your claims process. They will attempt to resolve the matter and if they are unable to do so to Your satisfaction they may refer the matter to our Complaints Team.

Alternatively, please write to:

Complaints Department

XS Direct

1 Merrion Place

Dublin 2

Ireland

Or You can send an e-mail to: [complaints@xsdirect.com](mailto:complaints@xsdirect.com) or call 01-6853653 and ask for the Complaints Manager.

If we are unable to resolve a complaint to Your satisfaction within 5 business days the complaint will enter our formal complaints procedure. We will issue a written acknowledgement of Your complaint within 5 business days of the complaint being received. This acknowledgement will provide contact details of the person dealing with Your complaint. We will update you on the progress of our investigation at intervals of no more than 20 business days. We will attempt to resolve the complaint within 40 business days of receipt of the complaint. If the complaint is not resolved within 40 days We will write to You to advise the anticipated timeframe for resolution of the complaint. We will write to You within 5 business days of the completion of the investigation of your complaint. We will advise the outcome of Your complaint and the terms of any offer or settlement if applicable.

## Complaint about Your Policy

Please address Your complaint to the broker who sold You the Policy. These details should be on the correspondence they have sent You when You took out the Policy. How to escalate Your complaint

### How to escalate Your complaint

You can ask the Financial Services Ombudsman to review your complaint if for any reason You are still dissatisfied with the outcome of Your complaint, or if We have not resolved Your complaint within 40 days from You first raising the complaint.

You can contact the Financial Services Ombudsman at the address below.

Financial Services Ombudsman  
3rd Floor Lincoln House  
Lincoln Place  
Dublin 2

Lo Call: 1890 88 20 90  
Phone: +353 1 6620899  
Fax: +353 1 6620890  
Email: [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie)

Your right to take legal action is not affected by following any of the above procedures.

### **To make a claim,**

**Please call us on 0818 222 888**

Calls may be recorded or monitored for regulatory, training and quality purposes.

[www.xsdirect.com](http://www.xsdirect.com)





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