



Your OUTsurance policy



1. Introduction

1.1 Welcome

Welcome to **Your** OUTsurance private car insurance **Policy Booklet**.

Thank **You** for choosing **Us** to safeguard **Your Car**. **We** offer a range of cover options to meet **Your** needs and preferences.

In this **Policy Booklet**, terms or phrases that are highlighted in bold, have specific meanings. These meanings are detailed in the 'Definitions' section to help **You** fully understand the particulars of **Your Policy**.

We encourage **You** to read this **Policy Booklet** carefully to fully understand the terms and conditions governing **Your** cover, fostering a transparent and mutually beneficial relationship.

OUTsurance strives to adhere to the highest service and customer protection standards. **We** are dedicated to serving **You** with integrity and commitment.

1.2 Helpful Contact Details

You can reach **Us** on **1800 600 400**

1.2.1 Roadside assistance

In order for **Us** to assist **You** as quickly as possible, contact **Us** immediately at **1800 600 400** for any emergency assistance.

1.2.2 Claims

To report any incident or event to **Us** immediately so that **We** are able to assist with the processing of **Your** claim please contact **Us** on **1800 600 400**.

1.2.3 Customer service

If **You** require any other assistance, please dial **Our** call centre at **1800 600 400**.

1.2.4 Other contact information

You can reach **Us** on **1800 600 400** or **You** can use the OUTsurance website to request a call back.

For **Our** latest business hours, please visit **Our** website at www.outsurance.ie.

To reach us outside of the Republic of Ireland, **+353 1512 6200**.

1.2.5 Complaints

You can submit a complaint to complaints@outsurance.ie and one of **Our** friendly advisors will be in contact with **You** as soon as possible.

Your satisfaction is **Our** priority, and **We** are committed to resolving **Your** concerns effectively. If **You** have a complaint **You** can reach **Us** by phone, email or in writing at the contact details below:

OUTsurance

Phone: **1800 600 400**

Email: complaints@outsurance.ie

In writing: 2nd floor, Building 3, The Campus, Cherrywood Business Park, Dublin 18, Co. Dublin

If **You** are dissatisfied with **Our** response or the way **We** have handled **Your** complaint, **You** have the option to escalate **Your** case to:

Financial Services and Pensions Ombudsman

Phone: **01 567 7000**

Email: info@fspo.ie

In writing: Lincoln House, Lincoln Place, Dublin 2, D02 VH29

1.2.6 Data Protection

If **You** have any queries regarding **Your** personal data, send an email to dpo@outsurance.ie

You can also contact **Our** Data Protection Officer via post at Data Protection Officer 2nd floor, Building 3, The Campus, Cherrywood Business Park, Dublin 18, Co. Dublin, D18 TF72.

1.3 Your Policy

Your Policy contains express terms defining the cover being provided, exclusions to cover, excess, conditions or conditions precedent and warranties. **Your** contract will be based on:

- The details **You** provide either during a call with one of **Our** advisors or through **Our** digital access platforms – including **Our** desktop website, mobile website, or mobile application – when obtaining a quote, initiating a **Policy**, or making modifications to **Your** existing **Policy**.
- Any subsequent renewal applications or requests to modify **Your** insurance coverage.

Your rights, obligations, benefits and cover are detailed in:

- This **Policy Booklet**
- **Your** Schedule which includes Endorsements that apply to **Your** situation
- **Your Statement of Fact** which sets out the information and declaration **You** provided to **Us**, and which **We** relied on when agreeing to **Your Policy**
- **Your Certificate of Insurance**
- OUTbonus document
- **Terms of Business**
- **Insurance Product Information Document (IPID)**

Please read these as one document and keep them in a safe place.

Your insurance coverage is conditioned upon **You** having paid **Your** premium to **Us**. This coverage applies to events that happen within the geographical limits specified in **Your Policy** and during the **Contract Period**.

To maintain **Your** protection under this **Policy**, it is essential to comply with all the terms, conditions, exclusions, and liability limits described in this **Policy**.

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2. Definitions

The following definitions apply throughout this **Policy Booklet**:

- **Accident/Accidental:** An unforeseen and unintended event outside of **Your** control that occurs suddenly at a specific place and time.
- **Accidental Damage:** Refers to sudden and unforeseen harm or damage that occurs without **Your** intent or foresight.
- **Approved Repairer(s):** A repair garage that **We** have approved.
- **Breakdown/Breaks Down:** A mechanical or electrical fault that causes the **Car** to become **Immobile/Immobilised**, including a flat tyre, a flat or faulty battery, running out of fuel, or the situation where keys are lost or locked inside the **Car**.
- **Business Use:** The use of the **Car** for activities related to one's occupation or profession, such as transporting goods, visiting clients, or conducting work-related travel.
- **Car:** Motor **Vehicle** detailed on **Your Policy Schedule**, identified by its registration number or vehicle identification number.
- **Certificate of Insurance:** The document **We** issue proving **You** have the legally required car insurance. It outlines who can **Drive** the **Car**, the purposes for which the **Car** can be used, and if **You** are insured to drive other cars.
- **Collision:** Refers to an event where **Your Car** comes into forceful contact with another **Vehicle**, object, or person, resulting in physical damage or harm.
- **Commuting:** Regularly using the **Car** to travel to and from one place of work.
- **Contract Period/Insurance Period, etc:** The period from the start or renewal of **Your Policy** to its expiry, as noted on **Your Policy Schedule**.
- **Cyber event:** An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any computer system.
- **Damage:** Loss of or damage to the **Car**.
- **Deception:** The use of false information to attain unfair or unlawful gain.
- **Drive/Driving/Driven:** Using or operating the **Car**, including any part of it.
- **Driver:** The person **Driving** or legally responsible for using or operating the **Car**.
- **Europe/European:** The member states of the European Single Market, including Switzerland.
- **Excess/es:** The first amount or amounts **You** must pay for each claim made under **Your** policy.
- **Green Parts:** Official equipment manufacturer (OEM) parts that have been removed from a **Vehicle** during the dismantling and recycling process. They are also referred to as recycled, reclaimed or used **Car** parts.
- **Household Member(s):** Any person living at the overnight address where the **Car** is kept.
- **Immobile/Immobilised:** Unable to move using the **Car's** own power.
- **Incident(s):** An unforeseen, unintended, and unexpected event occurring suddenly at a specific place and time, that may cause damage to property or injury. Examples include an **Accident**, theft and damage caused by falling objects. Also referred to as an event or occurrence in this **Policy Booklet**.

- **Insurance Disc:** The physical document that serves as proof of valid insurance coverage for the **Car**, as required by law.
- **Insurance Product Information Document:** A simple, standardised document providing information on the benefits included within **Our** products.
- **Insured Event(s):** Events that are covered under this insurance **Policy**.
- **Insured Property:** The **Car** and any other property insured by this policy.
- **Loss/Lost:** Refers to the inability to locate, retrieve, or gain possession of **Your Car** or any part of it, due to unknown or unforeseen circumstances that are beyond **Your** control. It includes situations where **Your Car** has been misplaced, stolen, or has gone missing, and after reasonable efforts, it cannot be found or recovered, as well as a Total Loss.
- **Malicious Damage:** Intentional damage inflicted by third parties who are not **Household member(s)**. This does not include damage inflicted in the context of commotion or civil riot.
- **Market Value:** The reasonable cost of replacing the insured **Car** with one of the same make, model, specification, age and similar mileage/ odometer reading, determined by **Us**, at the time of the **Insured Event**.
- **Mental disorder or illness:** Mental illness is defined as 'a state of mind of a person that affects the person's thinking, perceiving, emotion or judgment and seriously impairs the mental function of the person to the extent that he or she requires care or medical treatment in his or her own interest or in the interest of other persons.
- **Misrepresentation:** Making incorrect statements to another person, which may be innocent, negligent, or fraudulent.
- **Modifications/Accessories:** Changes made to the **Car** after it was built and left the factory. These alterations can involve mechanics or aesthetics, affecting the interior or exterior. Notably, these do not include optional extras selected at the time the **Car** was originally purchased from the manufacturer, as these factory-fitted optional extras are included in the **Market Value** of **Your Car**.
 - After Market **Modifications** and **Accessories:** If **Your Car** has had **Accessories** added or **Modifications** made after it left the manufacturer's factory, **You** will need to determine a value for these to be included in **Your** insurance cover. This value will then be noted on **Your Policy Schedule**.
 - Disability **Modifications:** For any alterations made to assist individuals with disabilities, **You** will need to inform **Us** and decide on an appropriate value for these to be insured for. This value will be detailed on **Your Policy Schedule**.
- **Motor Assessor(s):** An individual employed or appointed by **Us** to assess and quantify the damage to **Your Car**.
- **Named Driver(s):** Any Driver noted on **Your Policy Schedule** who is legally allowed to drive the **Car**, including the main driver.
- **Negligence:** Failure on **Your** part to act reasonably when faced with a situation or circumstance that leads to damages.
- **Nickel Sulphide Inclusions:** Refers to tiny impurities in glass materials caused by small particles of nickel sulphide. These particles can sometimes get trapped in the glass during its manufacturing process. Over time, changes in temperature can cause the glass to break spontaneously due to the pressure exerted by these particles. It's a flaw that is not always detectable once the glass is made.

- **Passengers:** All non-fare paying **Passengers** (excluding hitch-hikers) being legally transported in the insured vehicle at the time assistance is required.
- **Period of Insurance:** The duration **Your Policy** is valid, as shown on **Your Policy Schedule, Certificate of Insurance, and Insurance Disc.**
- **Personal item(s):** Items **You, Named Driver(s) or Household Member(s)** own and take with **You** in and out of the home, such as sunglasses.
- **Proximate Cause/s:** Refers to the primary, direct, and immediate cause of a **Loss**, without which the **Loss** would not have occurred. It is the initial event that sets off a natural and continuous sequence of events, unbroken by any new and independent cause, leading to the **Loss** or damage.
- **Policy:** This **Policy Booklet**, alongside the most recent **Policy Schedule, Certificate of Insurance, and Insurance Disc.**
- **Policy Schedule:** The document detailing the cover **We** provide **You** under **Your Policy.**
- **Private Use:** Using the **Car** solely for social, domestic, and pleasure purposes, including **Commuting.**
- **Statement of fact:** Is a written record of information provided by **You** or someone on **Your** behalf when entering into this **Policy.**
- **Substitute Car:** A loan **Car** of similar type provided free of charge by a service provider while **Your Car** is being serviced or repaired, excluding hired or rented cars.
- **Terms of business:** Means the document outlining the conditions under which **We** offer **Our** insurance services, including product offerings, claims handling, and **Our** regulatory compliance.
- **Third Party:** Any person involved in an **Accident** with the **Car**, other than the **Driver** of the **Car.**
- **Total Loss:** A scenario where the **Car** is stolen and not recovered or is damaged to an extent that repair is not economical or safe, based on its **Market Value.**
- **Vehicle:** Any motor **Vehicle** intended for travel on land and propelled by mechanical power, but not running on rails, and any trailer, whether or not coupled.
- **We/Our/Us/OUTsurance DAC:** Refers to OUTsurance Designated Activity Company, a company registered in Ireland with registration number 724743, and whose registered address is 2nd Floor, Building 3, Cherrywood Business Park, Dublin 18, D18 TF72, Ireland.
- **Write off/Written off:** If **We** deem **Your Vehicle** uneconomical for **Us** to repair, or damaged beyond repair, **We** will deem the **Vehicle** a write-off.
- **You/Your/Yours:** The person or people named as the policyholder/s or **Named Driver(s)** on **Your Policy Schedule.**

3. Your Responsibilities

3.1 Duty of Disclosure

You must check that all information given by **You**, to **Us**, is true, accurate and complete. The questions **We** ask along with **Your** responses inform and influence **Our** acceptance of **Your** insurance, the premium **We** charge, and the terms and conditions applied to **Your** contract of insurance with **Us**.

If, at any time there is a change in the information **You** have previously provided **Us** with, or if **You** are in doubt about the questions **We** have asked, and the responses **You** have given, **You** must inform **Us** without delay.

If ever there is a change in information, or if **You** are in doubt, call **Us** on **1800 600 400**. Should any changes be made to this information, it may result in an adjustment to **Your** premium or **Policy** terms.

3.1.1 Failure to meet your Duty of Disclosure

Your duty of disclosure applies throughout the contract period and failure to meet the duty carefully and honestly at all times may result in:

- a sudden change in cover, premium or terms,
- an invalid or cancelled **Policy**,
- no claim payment or reduced payment of a claim,
- difficulty buying insurance,
- breaking the terms of any relevant loan

We may revise the terms, conditions or benefits set out in this document but if **We** do **We** will give **You** written notice.

3.2 When you have a claim

You must notify **Us** of any event that may lead to a claim under **Your Policy** within 48 hours of the event occurring. This includes any prosecution, inquest or other proceedings that may give rise to liability under **Your Policy**.

As soon as **You** have received any letter, claim, summons, legal proceedings, communication from the Personal Injuries Resolution Board (PIRB) or other notice in connection with any event, **You** must send this to **Us** without responding.

- a. do not go ahead with any repairs without **Our** approval.
- b. do not admit or deny any responsibility for claims made against **You**, or make any promises of payment, offers, negotiations or agreements without **Our** consent.
- c. in the event of any theft, attempted theft, vandalism or any other deliberate or malicious act, **You** must report the event within 24 hours to An Garda Síochána or the relevant police authority within the jurisdiction where the event occurs.
- d. if **Your Car** is stolen and **You** become aware that it has been found **You** must tell **Us** immediately even if **Your** claim has already been settled.

3.3 Paying by Instalments

If **You** are paying, or have agreed to pay, the premium by installments from a bank or building society account, **You** must keep **Your payments** up to date. If **You** do not, **We** will withdraw the option to pay by instalments.

3.4 Looking After Your Car

It is **Your** responsibility to take necessary measures to prevent harm to others, safeguard **Your Car**, and maintain its roadworthiness as per the relevant legal requirement. Failure to do so may impact **Your** ability to make a claim under **Your Policy**.

You must allow **Us** to inspect **Your Car** at a reasonable time if requested.

You are required to ensure the following:

- **Your Car** is secured and equipped with activated security devices when unattended.
- all windows and sunroofs are completely closed when **Your Car** is unattended.
- the tyres on **Your Car** comply with legal requirements.
- if required by law, **Your Car** possesses a valid National Car Test (NCT) certificate

4. General Conditions

4.1 Geographical Limits

The cover provided by **Your Policy** applies in the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands.

4.2 Payment

Any money paid under this **Policy** will be paid in Euro in the Republic of Ireland.

We have paid or will pay stamp duty to the Revenue Commissioners in line with the conditions of section 19 of the Finance Act, 1950, as amended.

4.3 Governing Law

Unless agreed otherwise, the laws and exclusive legal jurisdiction of the Republic of Ireland will apply to **Your Policy**.

4.4 Insurance Act 1936

We will pay any money due under the **Policy** in the Republic of Ireland.

4.5 Automatic Benefit

In case **We** make any changes to this **Policy** wordings, conditions, exclusions, or endorsements during the **Period of Insurance**, which result in improved, broader, or extended coverage without requiring an additional premium, **You** will automatically receive the benefits of these enhancements.

4.6 Autorenewal

If **You** are signed up for automatic renewal, **Your Policy** will automatically renew. **We** will automatically use the card or bank account details that **We** retain securely on file to charge **You** for the renewal premium due on the renewal date.

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

You have the right to cancel the automatic renewal of **Your Policy** at any time before **Your** renewal date. **You** must advise us before the renewal date by phone or in writing if you do not wish to renew **Your Policy**.

We have the right not to automatically renew **Your** policy if **We** choose not to at each policy renewal. **We** will send **You** a non-renewal notice a minimum of twenty (20) working days before **Your** renewal date.

5. How your Policy works

5.1 How we settle loss or damage claims

At **Our** sole discretion, **We** may choose to:

- repair the insured **Car** at the repairer of **Our** choice
- replace what has been **Lost** or damaged
- pay a cash amount not exceeding the amount stated by **Our** repairer of choice. In conducting repairs to **Your Car**, it is within **Our** discretion to use:
 - green Parts (recycled parts)
 - parts that are not produced by **Your Car's** original equipment manufacturer (OEM), but will be of a similar specification or standard to the parts produced by the OEM

If **Your Car** is stolen and is not found or, after it is found, is uneconomical to repair, **We** will pay the **Market Value** of **Your Car**, including **Modifications /Accessories** and spare parts.

The following conditions apply to all claims under this **Policy**:

- **We** will make any payments to the legal owner of the **Car**, including if the **Car** is subject to a hire purchase or leasing agreement.
- should the estimated value of **Modifications/ Accessories** **You** provided **Us** be lower than the market value, **We** will only cover an amount up to this estimated value.

5.2 Paying your Excess

For each and every claim **You** make under **Your** policy, **You** are required to pay an **Excess**. **Your Excess** will be the combined total of:

- the basic **Excess** amount **You** chose as stated in **Your Policy Schedule**, and
- any applicable additional **Excess** as noted in **Your Policy Schedule**

Only one basic **Excess** is payable even if your claim includes other **Policies** covered by OUTsurance. If this is the case, the highest basic **Excess** will be payable. The **Excess** is the amount **You** must pay in relation to each and every claim made under **Your** policy. The **Excess** will be shown on **Your Policy Schedule**.

An additional **Excess** of €200 may apply on late reported claims meeting the following criteria:

- the claim was reported more than 48 hours after the incident.
- an accident involving a third party.
- **You** were deemed at fault.

No **Excess** will be payable for:

- roadside assistance claims, or
- glass claims where the damaged glass is repaired but not replaced

5.3 How to make a complaint

Your satisfaction is **Our** priority, and **We** are committed to resolving **Your** concerns effectively. If **You** have a complaint **You** can reach **Us** by phone, email or in writing at the contact details below:

OUTsurance DAC

By phone: 1800 600 400

By email: Complaints@outsurance.ie

In writing: 2nd floor, Building 3, The Campus, Cherrywood Business Park, Dublin 18, Co. Dublin

We have established a formal procedure for handling complaints to ensure that **Your** concerns are properly addressed. If **You** are dissatisfied with **Our** response or the way **We** have handled **Your** complaint, **You** have the option to escalate **Your** case to:

Financial Services and Pensions Ombudsman

By phone: 01 567 7000

By email: info@fspo.ie

In writing: Lincoln House, Lincoln Place, Dublin 2, D02 VH29

In the event that the Financial Services and Pensions Ombudsman does not handle the dispute, **We** may agree with **You** to pursue arbitration or mediation. In the event that **We** agree to the arbitration or mediation, the decision of the arbitrator would be final and binding.

5.4 Cooling-Off Period

During the cooling-off period, which spans 14 working days from either the commencement of **Your Policy** or the receipt of **Your Policy** documents, whichever comes later, **You** have the option to cancel **Your Policy**. To do so, simply inform **Us**, providing **Your Policy** number, and **We** will proceed with the cancellation. **We** will calculate the premium for the duration during which **You** were insured and refund the remaining balance accordingly.

5.5 Cancelling Your Policy

To cancel the **Policy**, just advise **Us** by phone or written communication, and **We** will refund premium on the following basis:

- if **You** request cancellation within 14 working days of the date upon which **We** inform **You** the **Policy** has been incepted or the date **You** have received **Your Policy** documents, **We** will refund based on the unused days left to run on the **Policy**
- if **You** cancel after the cooling off period, **We** will issue a refund based on the unused days left to run on the **Policy**, less a cancellation fee detailed in **Our Terms of Business**, provided **You** have not claimed or been involved in any **Incident** likely to result in a claim during the current **Period of insurance**

We will not refund **Your** premium if **You** are paying it under an instalment scheme (unless **You** made an overpayment).

We may cancel this **Policy** by giving **You** 10 days' notice in writing providing to **You** the reason or reasons for the cancellation, and **We** will inform the Department of Transport. **You** must then return the **Certificate of Insurance** and **Insurance Disc**.

Upon cancellation of **Your** contract of insurance, **We** shall repay **You** the balance of the premium for the unexpired term of the contract.

5.6 Cover Period

Cover purchased in advance starts at 12:00 am on the **Policy** start date and ends at 11:59 pm on the **Policy** expiry date. However, if **You** opted for cover to start on the same day **You** purchased a **Policy**, the period of cover will only start from the time that **We** successfully received the premium payment

5.7 Authorised Persons

In situations where there are multiple individuals named as insured/authorised on this **Policy**, and **We** receive instructions from one of the named insured/authorised persons, **We** will consider it as if each insured/authorised person has given **Us** the same instructions, and all insured/authorised individuals are in agreement and consent to those instructions. **We** will accept the instructions at face value without verifying whether the instructing individual has the authorisation and consent of the other insured persons.

5.8 OUTbonus

For more information regarding **Your** OUTbonus, please see **Your** OUTbonus Terms and Conditions.

6. Our Rights

6.1 Recovery against You

If **We** have to make a payment due to **Our** obligations under the Road Traffic Act, or any other law, which would not otherwise have been covered, **We** have the right to recover such payment from **You** or the person on whose behalf **We** made the payment.

6.2 Recovering from Third-Parties

If **We** determine that someone else is responsible for a claim **We** have paid, **We** reserve the right to pursue that claim on behalf of anyone covered by this **Policy** to recover the payments made.

We have this right to subrogation from the first notification of **Loss**.

6.3 Salvage

If **Your** **Car** is written off, and **We** settle the claim, **Your** **Car** will become **Our** property and **You** must send **Us** the **Vehicle** licensing document and keys.

We will be entitled to take possession of and dispose of **Your** damaged **Car** at any time during the course of a claim.

6.4 When a Claim is made Against You

We may take over and deal with the defence or settlement of any claim in the name of **You** and/or the **Driver**.

6.5 When you're also covered under another Policy

In the event that **You** make a claim covered by another insurance **Policy**, **We** will only pay **Our** fair portion of the claim.

6.6 When there is misuse of a Car

This policy does not cover any liability, damage, cost or expenses, which are more than **Our** legal liability under the relevant road traffic legislation for any claim where the **Car** is intentionally used outside of the manufacturer's specifications or outside of the relevant local road traffic legislation.

6.7 In the case of misrepresentation and fraud

6.7.1 Negligent Misrepresentation

In the event of negligent **Misrepresentation** leading to a claim, **We** retain the right to take the following actions:

- void the contract and refund **Your** premium if **We** would not have entered into the contract under any circumstances.
- if **We** would have entered into the contract under different terms, **We** may consider the contract as if those alternative terms apply.
- if **We** would have entered into the contract at a higher premium, **We** may proportionately reduce the amount to be paid for any claim.

If negligent **Misrepresentation** occurs without resulting in a claim, **We** may terminate the contract by providing reasonable notice to **You**.

6.7.2 Fraudulent Misrepresentation

In the event of a claim and if any answer provided by **You** involves a fraudulent **Misrepresentation** or any fraudulent conduct on **Your** part during the contract formation process, **We** reserve the right to void this insurance contract.

6.7.3 Fraudulent Claims

If **You** or anyone acting on **Your** behalf engages in any of the following actions:

- makes a knowingly false or misleading claim under the **Policy**
- makes a claim for **Loss** or damage intentionally caused by **You** or a covered individual with **Your** knowledge
- provides **Us** or **Our** representatives with a knowingly false statement in connection with a claim
- submits a falsified document to **Us** or **Our** representatives in connection with a claim

We reserve the right to take one or more of the following actions, in addition to any other rights **We** may have:

- decline to pay the claim
- potentially void the **Policy** from the date of the fraudulent claim or act
- not refund **Your** premium
- consider informing the appropriate law enforcement authorities about the situation

If **You** commit a fraudulent act on any other **Policy**, then **We** may:

- cancel this **Policy**
- consider letting the appropriate law enforcement authorities know about the circumstances

7. Loss or Damage to Your Car

The table below indicates what **Insured Events** are covered by **Our** available cover types under this section. The cover type **You** have selected will be displayed on **Your Policy Schedule**.

Event	Comprehensive	Third Party, Fire and Theft
Accidental Damage	✓	
Broken/Damaged Glass	✓	
Fire	✓	✓
Theft or Attempted Theft	✓	✓

7.1 Accidental Damage

This sub-section applies if **You** have chosen Comprehensive cover with **Us**.

7.1.1 What We Cover

We will cover **Accidental Damage** to or **Loss of Your Car**, up to its **Market Value**. This includes acts of **Malicious Damage**.

We will also pay up to 5% of **Your Car's Market Value** for damage to **Your Car's Modifications/Accessories**, or if **You** have informed **Us** about them and they are noted on **Your Policy Schedule**, then **We** will cover them, up to the amount stated.

7.1.2 What We Don't Cover

- damage to **Your Car's** tyres due to road hazards including, but not limited to, punctures, cuts, or bursts caused by potholes, debris, or sharp objects, unless such damage occurs as a direct result of fire, theft and attempted theft, or **Malicious Damage**.
- damage to **Your Car** and its **Modifications/Accessories**
 - caused by goods carried in **Your Car**
 - incurred during participation in rallies, competitions, trials, or while on a race track, circuit, or other prepared course
 - caused directly by pressure waves generated by aircraft and other flying objects moving at or exceeding the speed of sound.

7.2 Broken or Damaged Glass

This sub-section applies if **You** have chosen Comprehensive cover with **Us**.

7.2.1 What We Cover

We will pay for the costs incurred for the repair or replacement of **Your Car's** windscreen or windows in cases of damage or breakage. Additionally, **We** will cover the costs to fix scratches on the bodywork resulting from the broken glass.

If **You** use one of **Our Approved Repairer(s)**, **We** will cover the full cost of repairs or replacement. If **You** opt for a repairer who is not on **Our** approved list, the coverage is capped at €150 for replacement and €50 for repairs.

7.2.2 What We Don't Cover

- Damage to sunroof glass, mirrors, or panoramic glass roofs.
- Any additional costs of replacing or repairing any glass that deviates from the standard laminated or tempered glass commonly used in **Car** windows, including tinted and privacy glass.
- The cost of importing glass or parts from outside **Europe**.
- Glass breakage caused by **Nickel Sulphide Inclusions**

7.3 Fire and Theft

7.3.1 What We Cover

We will cover the Damage to or **Loss** of **Your Car** due to fire, theft or attempted theft up to its **Market Value**.

We will also pay up to 5% of **Your Car's Market Value** for damage to **Your Car's Modifications/Accessories**, or if **You** have informed **Us** about them up to the value noted on **Your Policy Schedule**.

7.3.2 What We Don't Cover

- **Accidental Damage to Your Car** and its **Modifications/Accessories**
 - due to theft or attempted theft when the keys or keyless entry system are left unsecured or are in, on, or near **Your Car** while it is left unattended
 - resulting from a theft or attempted theft involving a family member, someone from **Your** household, or a current or former employee of the **Car** owner, unless **You** report the **Incident** to the relevant law enforcement authorities and provide **Us** with written confirmation of the report that occurs when someone gains possession of it through **Deception**, fraud, or by misleading **You**.

8. Liability to others

The following people are insured under this section of the **Policy**:

- **You**, the owner of **Your Car**, whilst driving **Your Car**.
- any person driving **Your Car** other than **You** who is covered under the **Certificate of Insurance** as a **Named Driver**.
- any person travelling in or getting out of **Your Car**.
- any person using (but not driving) **Your Car**, but will be using it for personal, domestic or pleasure purposes.
- **Your** employer or business partner, if **Your Car** is being used for the purpose specified under **Your Certificate of Insurance**, **Your** employer or business partner is not insured under another **Policy**, and **Your Car** is not owned or hired by **Your** employer or business partner

8.1 What We Cover

This section covers **You** against liability which is the result of an **Insured Event** involving **Your Car** and/or attached trailer which results in any of the below to a third-party:

- bodily injury
- death
- property damage (limited to €30 million) for personal use policies

Any emergency treatment costs resulting from the above **Accident**, that **We** are required to cover in accordance with the Road Traffic Act, will also be covered.

8.1.1 Driving other cars

You will also be covered for liability to third parties whilst driving another private **Vehicle** as long as:

- there is no other insurance **Policy** which covers **You** driving that **Vehicle** (whether or not that **Policy** would cover what is covered by this extended cover)
- the **Vehicle** does not belong to **You** or **Your** husband, wife, partner or member of **Your** household
- **You** have the owner's permission to **Drive** the **Vehicle** and have been driving it for less than 30 days
- **You** still own and insure **Your Car** under this policy, and it has not been damaged beyond economical repair
- **You** are driving under the usage noted on **Your Certificate of Insurance**

This only applies to driving a private **Vehicle** and does not include:

- commercial vehicle **Vehicles**
- camper **Vehicles**
- **Vehicles** used for hire or reward such as a taxi
- vans
- **Vehicles** with no seats in the back (Jeep types)
- **Vehicles** registered outside of Ireland
- **Vehicles** modified beyond the manufacturer's standard specification

You are only covered to drive a **Vehicle** with an engine size of 2000cc or less under the Driving Other Cars section

For a claim to be valid, the following conditions apply:

- the other **Vehicle** is roadworthy and is properly compliant with road traffic legislation with a valid NCT test certificate if required by law
- **You** do not regularly use or **Drive** the **Vehicle**

8.1.2 Liability Cover During Foreign Usage

Liability cover is extended beyond the stated geographical limits, to the rest of **Europe**. This cover will always be sufficient to meet the minimum cover requirements of the specific region.

This cover is only available for 60 days. **You** must notify us if the **Car** is taken outside of Ireland for a period of more than 60 days.

8.1.3 Legal Fees

If **We** give **You Our** written permission, **We** will cover the below costs that may arise as a result of the above liability **Incident**:

- Legal representation fees for
 - coroner's inquest into a death
 - defending proceedings brought in any court of summary jurisdiction in Ireland
- Manslaughter legal representation fees up to a maximum of €1500

8.2 What We Don't Cover

- damage to any **Vehicle**, trailer, or mechanically-propelled-vehicle being **Driven** by a person insured/claiming under this policy
- the value of any **Personal item(s)** inside the insured **Car**.
- anyone who does not comply with the terms and conditions of this **Policy**
- death or bodily injury to
 - the **Driver** of the **Car** insured under this **Policy**
 - any person arising out of the course of their employment
- Any **Loss**, damage, liability or injury arising from caravans, mobile homes, trailer tents, boat trailers, and any trailer which includes machinery or other equipment.
- This cover will not be available if the event is insured under another policy

9. Section: Extra Benefits

These benefits apply automatically to **Your** cover unless otherwise stated and will pay out if **You** have a valid claim under Section 7 (**Loss and Damage to Your Car**) of **Your Policy**.

Benefit	Maximum per claim
Towing and Storage	€200
Fire Brigade Charges	€1000
Replacement Locks	€1100
Medical Expenses	€100
Personal Items	€150

We also offer the following benefits, see more details below:

- new for old **Car**
- temporary substitutions

9.1 Towing and Storage

We will pay up to €200 for the towing and storage of your **Car** to the nearest suitable repairer, along with safe storage while it is being repaired.

9.2 Fire Brigade Charges

If a fire leads to a valid claim under **Your** policy, **We** will pay the charges from a fire authority under the Fire Services Act 1981 to:

- control or put out the fire in the **Car**
- remove the driver or passengers from the **Car** using cutting equipment

the maximum **We** will pay for any one claim is €1000.

9.3 Replacement Locks

If the **Car's** keys or key fobs are stolen from **Your** home, **We** will cover the cost of replacing the **Car's** locks and keys or key fobs up to €1100.

9.3.1 You will not be covered if:

- **You** do not report this incident to An Garda Síochána (you will require written proof of this)
- the keys or key fobs were stolen by a **Household Member**

9.4 Personal Items

We will cover the cost of any **Lost** or damaged **Personal Item(s)** in the **Car** caused by **Accident**, fire or theft. This excludes any of the below items:

- money or money equivalents (e.g. vouchers), stamps, documents, tickets or financial certificates
- electronic devices including mobile phones and laptops
- jewellery or furs
- goods, samples, tools or equipment carried in connection with any trade or business.
- property insured by another insurance **Policy**
- child **Car** seats, booster seats, push chairs, prams, buggies or carrycots.
- any items on the roof of the **Car**

9.4.1 You will only be covered if:

- In the case of theft, the **Car** was locked, and all windows (including sunroofs) were closed, and the items were concealed in the boot.

The maximum **We** will pay for any one claim event is €150.

9.5 New for Old Car

If **Your Car** is a **Total Loss** and:

- **You** or a **Named Driver** purchased the **Car** new or as a demonstrator **Car** from a licenced motor dealer, and
- the **Incident** occurred within 12 months of **Your Car** being first registered; and
- **Your Car** has not travelled more than 25 000 kilometres

We will replace the **Car** with a new **Car** of a make, model and specification as close as possible to the insured one. If there is no readily available replacement, **We** will pay **You** a cash-equivalent amount. **We** will determine the cash-equivalent amount based on industry pricing guides.

9.6 Medical Expenses

We will pay for medical expenses for **Accidental** bodily injury suffered as a direct result of an **Accident** to anyone travelling in the **Car**, up to a maximum of €100 per person.

9.7 Temporary Substitutions

Cover provided by this **Policy** is automatically transferred to any private **Substitute Car** loaned to **You** or one of the **Named Drivers** for up to 7 days, subject to the following conditions:

- the engine capacity of the **Vehicle** does not exceed 2000cc
- the **Vehicle** is loaned by a registered garage or **Vehicle** repairer
- the **Market Value** of the **Vehicle** does not exceed €50,000

10. Optional Covers

10.1 Roadside Assistance

Your schedule will show if **You** have this cover.

10.1.1 Benefits Provided

In the event of **Your Car** being **Immobilised** as a result of an:

- accident, mechanical or electrical **Breakdown**
- loss of electrical charge (EV and Hybrid)
- fire, theft, or any attempted theft
- malicious damage, punctures, **Lost** keys, stolen keys, or keys broken in the lock or locked in **Your Car**

We will arrange and pay for the following benefits:

10.1.2 Roadside & Doorstep Assist

- **We** will provide up to one hour's free labour either at the roadside, **Your** home or place of work if the **Car** can be repaired where it is.
- **You** or a **Named driver** must be with the **Car** when the repairer arrives to avail of the benefits under this cover.

10.1.3 Towing

- if the **Car** has broken down at home or away from home and cannot be repaired where it is, **We** will pay the cost of towing the **Car** to the nearest garage capable of repairing the **Car** or **Your** own garage, whichever is closer.
- **You** will be liable for any additional towing charges outside of this.

10.1.4 Completion of Your Journey within Ireland

If repairs cannot be carried out at the roadside and **You** are more than 30 kilometres from **Your** home, at the choice of the assistance provider **We** will arrange and pay for one of the following:

- a. onward public transport of **You** or a **Named Driver** and **Passengers** home or to an intended destination, or
- b. a replacement **Vehicle** for up to 48 hours and public transport back to collect the **Car** when repaired, or
- c. overnight accommodation for one night only, while repairs to the **Car** are being carried out subject to a maximum value of €35 per person and €175 in total.

10.1.5 Completion of Your Journey within England, Scotland and Wales

If repairs cannot be carried out at the roadside, **We** will provide a replacement **Vehicle** for up to 48 hours. The most **We** will pay for this is £100 (sterling).

If the **Car** cannot be repaired before the departure date, **We** will pay for the **Car** to be towed to the port **You** are leaving from. The most **We** will pay for this is £250 (sterling).

10.1.6 Conditions that apply to Roadside Assistance

This benefit applies only within the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands.

- **We** may refuse assistance in circumstances where:
 - a **Driver** appears intoxicated;
 - the **Car** is inaccessible or in an off-road location;
 - the **Car** cannot be transported safely or legally without hindrance using a standard **Car** transporter and equipment;
 - the **Car** is not being used in accordance with the use set out in the **Policy**;
 - the **Car** is modified or customised so that it cannot be recovered, for example changes to the wheel arches, wheel or tyre sizes, front and rear bumper height, and original ride height
- **We** cannot accept responsibility for the care or transportation of any goods carried (including pet animals or livestock) within the **Car**.
- **We** will not arrange for or incur any additional cost to transport goods, pets or any other animals carried in the **Car**. It will be **Your** responsibility to arrange and pay for alternative transport for goods, pets, or any animals if the **Car** has to be towed.
- no benefit shall be payable unless **You** have notified **Us** and **We** have authorised assistance through the Emergency Assistance phone line.
- the **Policy** number must be quoted when calling for assistance.
- **You** must be with the **Car** when the repairer arrives. If **You** are not with the **Car** and **Our** repairer cannot assist, any subsequent assistance will be at **Your** own cost.

- if **We** have to make a forced entry to the **Car**. because **You** are locked out, **You** must sign a declaration, which confirms that **We** are not responsible for any damage.
- in the event of the **Car**. being taken to a location of the Insured's choice, no further recovery arising from the same **Breakdown** will be provided.
- if You cancel a **Breakdown** assistance call-out, You are not eligible for another call-out for that assistance.

10.1.7 We will not cover:

- any consequential loss arising from using the assistance services (consequential loss is an additional loss caused by a Recovery Provider assisting or failing to assist **You**).
- the cost of any parts, tyres, keys, lubricants, fluids, fuel or EV electrical charge.
- failing to provide any of the benefits outlined in this section for reasons beyond **Our** reasonable control, including (but not limited to) **You** needing assistance at the time of a natural catastrophe, or **Us** being unable to reach **You** because roads have been closed.
- any winching costs or specialist equipment. For example, any **Vehicle** or equipment (other than a standard recovery **Vehicle**) which is required to move a **Car** which has left the road or is overturned or without wheels, would be considered specialist equipment. Once the **Car** has been removed to a suitable location, normal service will be provided.
- recovery of trailers or any attachments to the **Car** .
- expenses, which are recoverable from any other source.
- recurring **Breakdown** assistance requests due to the same cause where a permanent professional repair has not been undertaken to correct the fault.
- any **Breakdown** assistance requests arising where the **Car** is carrying more **Passengers** than that for which it was designed as stated in the manufacturer's specifications.
- a **Breakdown** that is a result of unreasonable driving of the **Car** on unsuitable terrain.
- any **Accident** or **Breakdown** brought about by an avoidable or wilful or deliberate act committed by **You**.
- the cost of repairing the **Car** other than outlined in the benefits above.
- any **Breakdown** assistance requests caused by fuels, mineral essences or other flammable materials, explosives or toxins transported by the **Car**.
- **Loss** or damage to the contents of the **Car**.
- failure on **Our** part to perform any obligation as a result of any government control restrictions or prohibitions or any other act or omission of any government agency or local authority; or default of any supplier, agent or other person; or labour disputes or difficulties
- Any other event beyond our reasonable control
- Any breach of this section of the **Policy**

10.2 Courtesy Car

Your schedule will show if **You** have this cover.

If **Your Car** is Lost or damaged as a result of a valid claim on this policy, a courtesy **Car** will be provided to **You** by a hire company that **We** nominate and approve. The courtesy **Car** will be provided for a maximum of:

- the duration of the repairs if **Your Car** is repairable, up to a maximum of 14 days
- the time for **Us** to settle **Your Total Loss** claim, up to a maximum of 21 days if **Your Car** is written off

If it is determined that **You** are not at fault for the **Loss** of or damage to **Your Car**, the hire period may be extended for a further period with agreement from **Us**.

The courtesy **Car** provided to **You** will usually be an economy class 1.2 litre **Vehicle**.

You may only use the courtesy **Car** in the Republic of Ireland unless the hire company gives **You** permission to use the courtesy **Car** outside of the territories permitted by the hire company's terms and conditions. This will also require **You** to ensure that the necessary insurance is in place.

You will receive a copy of the car hire company's terms and conditions, which will apply throughout **Your** use of the courtesy **Car**. These terms may include the requirement of paying a refundable deposit and an excess fee if the courtesy **Car** incurs any damages during **Your** hire period.

During **Your** hire period, insurance coverage for the courtesy **Car** will be provided either by the car hire company or, alternatively, **Your** Policy will be extended to cover **You** and any authorised **Driver** under **Your Policy** while operating the courtesy **Car**. If **We** extend **Your** policy to provide coverage for the courtesy **Car**, **You** will be subject to the same terms and conditions of **Your** policy when driving the courtesy **Car**.

The courtesy **Car** benefit will not apply where the only repairs required are to damaged or broken glass in the windscreen or windows of **Your Car**.

10.3 Comprehensive Driving of other Cars

Your schedule will show if **You** have this cover.

We will cover **You** when driving a **Vehicle** temporarily borrowed from another person. This includes damage as well as third party liability.

This only applies to driving a private **Vehicle** and does not include:

- commercial **Vehicles**
- camper **Vehicles**
- **Vehicles** used for hire or reward such as a taxi
- vans
- **Vehicles** with no seats in the back (Jeep types)
- **Vehicles** registered outside of Ireland
- **Vehicles** modified beyond the manufacturer's standard specification.

For a claim to be valid, the following conditions apply:

- the other **Vehicle** is roadworthy and is properly compliant with a valid NCT test certificate if required by law
- **You** do not regularly use or **Drive** the **Vehicle**
- There is no other insurance **Policy** which covers **You** driving that **Vehicle** (whether or not that **Policy** would cover what is covered by this extended cover)

- the **Vehicle** does not belong to **You** or **Your** spouse, partner or **Household Member(s)**
- the other **Vehicle** is properly compliant with road traffic legislation
- **You** have the owner's permission to **Drive** the **Vehicle** and have been driving it for less than 30 days
- **You** still own and insure **Your Car** under this **Policy**, and it has not been damaged beyond economical repair
- **You** are driving under the usage noted on **Your Certificate of Insurance**
- the **Loss** or damage happens in the Republic of Ireland
- the **Market Value** of the other **Vehicle** cannot exceed €50,000

10.4 Comprehensive Cover Abroad

Your schedule will show if **You** have this cover.

The full cover of this **Policy** will apply if **You** travel in/to another **European** country, for up to 90 days during the **Period of Insurance**. After 90 days the minimum cover requirements of the specific region will apply.

10.5 Child Car Seats

Your schedule will show if **You** have this cover.

We will pay **You** for child **Car** seats, booster seats, push chairs, prams, buggies or carrycots carried in **Your Car** if they are **Lost** or damaged due to **Accident**, fire, theft or attempted theft.

This excludes:

- theft of push chairs, prams, buggies or carrycots if **Your Car** is left unattended unless these are locked in the boot.
- if the **Loss** or damage is as a result of theft, no payment will be made if there are no signs of forced entry to **Your Car**.

The maximum **We** will pay for any one claim event is €350.

10.6 Wall Charger

Your schedule will show if **You** have this cover.

If **Your Car** is an electric **Vehicle** (EV) or a plug-in hybrid electric **Vehicle** (PHEV) model, **We** will pay for **Accidental Damage** to **Your** wall charger, provided it isn't already covered by **Your** home insurance.

The maximum **We** will pay for any one claim event is €650.

11. General Exclusions

The following is not covered under this **Policy**:

- No cover will apply for any **Driver**:
 - not insured under this **Policy**
 - who does not hold a valid **Driver's** licence which legally allows them to drive in the Republic of Ireland
 - with a learner permit driving or in charge of **Your Car** and is not accompanied by a full driving licence holder in accordance with the Road Traffic Acts and any other regulation that may apply to such learner permit holders
 - who is not meeting the conditions of his/her driving licence/learner permit. This includes conditions relating to the class of **Vehicle** being **Driven** or any other restriction or condition that may apply.
 - who has been disqualified from driving, or has failed to disclose penalty points or motoring convictions
 - employed in the motor trade industry who may be driving **Your Car** whilst it is being repaired, serviced or overhauled
- Any **Accident**, injury, legal liability, **Loss** or damage caused by:
 - an earthquake
 - war, acts of terrorism, riot or civil commotion, including any action taken to control or prevent such events
 - **Loss** or destruction of or damage to any property whatsoever or any **Loss** or expenses whatsoever, resulting or arising therefrom any nuclear event
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from burning nuclear fuel
 - the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment, weapon or any part of such items
- The VAT (value added tax) on any repair or replacement if **You** are registered for VAT
- Any taxes that **You** may be exempt from or entitled to claim back such as **Vehicle** Registration Tax (VRT) or VAT
- Any **Loss** suffered due to not being able to use **Your Car**, or any other consequential loss, including **Loss** of earnings and travel costs.
- Decrease in **Your Car's** value due to
 - repairs carried out after an **Accident**
 - depreciation
- If the **Driver** of **Your Car** has any breath, blood or urine drug or alcohol levels above the legal limit
 - by admission,
 - by failure of a test or
 - if the **Driver** refuses to take a test when legally compelled to do so
- Any **Loss** or damage due to any public or local authority taking, keeping or destroying **Your Car** or any financial institution repossessing **Your Car**
- Any **Loss** or damage to **Your Car** if it does not hold a valid NCT at the time of the **Loss** or damage

- **Loss** or damage caused by the use of incorrect or contaminated fuel or lubricant
- **Loss** or damage by animals, vermin, insects, infestation or domestic pets
- **Your Policy** only covers **You** for insurable matters for which **You** would be legally responsible. **We** will not cover any responsibilities **You** accept under any form of contract, which would otherwise not be there. For example, if **You** agree in contract to cover any **Incidents, Accidents** or events **You** are not legally liable for, the **Policy** cover will not apply.
- Failures or breakdowns related to the mechanical, electrical, or software components of **Your Car**.
- The costs associated with repairs or replacements that enhance **Your Car**'s condition beyond its state before an Incident.
- Wear and tear of **Your Car** and its **Modifications/Accessories**.
- The cost of importing parts or **Modifications/Accessories** for **Your Car** that are not available in **Europe** from outside **Europe**.
- The additional cost for parts or **Modifications/Accessories** for **Your Car** that exceeds the price of comparable items sourced from their OEM's **European** representatives.
- Any damage that does not arise from an **Accidental**, sudden or unforeseen **Incident, Accident** or **Malicious Damage** occurrence.
- Any loss or damage that is the result of a **Cyber event**

12. Data Protection

OUTsurance DAC is the controller of **Your** personal data, which will be processed in order to provide our insurance services to **You**, as well as to comply with our legal obligations. In addition, where **You** have told **Us** that **You** are happy to receive marketing information from **Us** (or that **You** don't object to it), **We** will process **Your** personal data in order to send **You** marketing communications about **Our** products and services.

You can find more information on the processing of **Your** personal data, as well as regarding data recipients in **Our** Privacy Notice, available at <https://www.outsurance.ie/privacynotice>

If **you** have any questions about your personal data or wish to exercise your data protection rights, including rights to access, rectify, erase, restrict, or object to the processing of **Your** data please contact **Us**.

Here are **Our** contact details:

- OUTsurance Customer Services on **1800 600 400**
- dpo@outsurance.ie
- Data Protection Officer, Building 3, The Campus, Cherrywood Business Park, Loughlinstown, Dublin 18, D18TF72, Dublin, Ireland