



smart thinking drivers

Private
Car

Insurance
Policy
Document



Issued by: International Insurance Company of Hannover Limited
Effective from July 23rd 2009

XSDIRPOLICYDOCJUL09

July 2009

Private Car High Excess Insurance Policy

Contract

Your policy has been prepared in accordance with your signed proposal form or statement of facts and/or recorded telephone conversation, which forms the basis of the contract. In consideration of a premium the Company 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 Republic of Ireland, Northern Ireland, Great Britain, The Isle of Man and the Channel Islands or in transit by sea between any ports therein. Unless otherwise agreed, Irish law will apply to this contract.

High Excess – no alteration to cover 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 Company may however insert conditions in the Policy which limit or restrict the liability of the Company to the Insured. However, there is **no reduction in the cover provided by the Company** to the Insured in relation to the Insured's indemnity against claims from third parties as a result of the use of the car. The Excess is valid between the Company and the Insured as long as this does not affect any person entitled to recover damages in accordance with Section 76 of the Road Traffic Act, 1961. Therefore, in the event of a third party claim, the Company will remain liable but the Company is entitled to recover the Excess Amount from the Insured.

Regulation

Policies are distributed by XS Direct Insurance Brokers Limited. XS Direct Insurance Brokers Limited is regulated by the Financial Regulator. Policies are issued by International Insurance Company of Hannover Limited. International Insurance Company of Hannover Limited is regulated by the Financial Services Authority in the UK.



Contents

	Page
Condition Precedent	2
Definitions	2
Section 1 – liability to third parties	2
Exceptions to Section 1	3
Section 2 – fire & theft, loss or damage	3
Section 3 – accidental damage	3
Policy Limit Applicable to Sections 2 & 3	4
Exceptions to Sections 2 & 3	4
Excess Amount Applicable to Sections 1,2 & 3	4
Consequences of failure to pay/repay Excess Amount	5
Terrorism Exclusion Clause	5
Endorsements	6
- Windscreen cover	
- Travel Abroad	
General Exceptions	7
Conditions	9
Claims Procedure	12
Complaints Procedure	12

Condition Precedent

- 1) The Insured undertakes to pay/repay the Company immediately on demand the Excess Amount, as set out in the schedule, or any part thereof in respect of any claim arising under this Policy.
- 2) The Insured fully accepts that payment of the Excess Amount is a condition precedent to the liability of the Company under the Policy.
- 3) The Insured fully accepts that payment of the Policy premium is a condition precedent to the Policy.

Definitions

1. The Company means International Insurance Company of Hannover Limited.
2. The Insured means any person entitled to drive by the terms of the Schedule.
3. The Insured Vehicle means the Motor Car, details of which have been advised to the Company or its appointed agent and outlined in the Schedule.
4. The Excess Amount means the Policy Excess Amount as outlined in the Schedule.

Section 1 - Liability to Third Parties

- 1) The Company will indemnify the Insured against liability at law in connection with the Insured Vehicle for damages and claimants costs and expenses and all costs and expenses incurred (with the written consent of the Company) in respect of:
 - a) Death of or bodily injury to any person
 - b) Damage to property but the indemnity against 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 Company will, in respect of the liability incurred by such person, indemnify his/her legal personal representatives provided always that:
 - i) The liability of the Company is not increased thereby.
 - ii) Such legal personal representatives shall, as though they were the Insured, observe, fulfil and be subject to the terms, limitations, exceptions and conditions of this Policy so far as they can comply.
 - 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.
- 2) The insured undertakes to pay/repay the Company immediately on demand the Excess Amount, as set out in the schedule, or any part thereof in respect of any claim arising under this Policy.

Exceptions to Section 1

Except insofar as is necessary to meet the requirements of any Road Traffic legislation, the Company shall not be liable for

- (a) Loss or damage to any motor vehicle covered by this section.
- (b) Loss or damage to property belonging to or held in trust by or in the custody or control of the Insured.
- (c) Death of or injury to any person claiming in respect of such injury or death occurring out of and in the course of employment by the Insured.
- (d) Death, injury or damage when the Insured Vehicle is airside or in the vicinity of any aircraft.
- (e) 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, revolution, 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.

Section 2 - Fire & Theft, Loss or Damage

- (a) The Company will indemnify the Insured against loss of or damage to the Insured Vehicle and/or its spare parts caused by fire, self-ignition, lightning, 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.
- (b) Any loss or damage exceeding the current market value of the Insured Vehicle or the original sum insured whichever is the less, is not indemnified under this policy.

Section 3 - Accidental Damage

- (a) The Company will indemnify the Insured against loss of or damage to the Insured Vehicle 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 accident.
- (b) Any loss or damage exceeding the current market value of the Insured Vehicle or the original sum insured whichever is the less, is not indemnified under this policy.

Policy Limit Applicable to Sections 2 & 3

The Company will indemnify the Insured against loss of or damage to the Insured Vehicle, as set out in Sections 2 and 3 of this policy, subject to amounts not exceeding €2,000,000 in respect of any one claim or number of claims arising out of one event.

Exception to Section 2 & 3

The Company shall not be liable for

- (a) The Excess Amount, as set out in the schedule, arising out of each and every event or accident involving the Insured Vehicle.
- (b) Any mechanical, electrical or electronic breakdown, failure or malfunction, wear, tear or depreciation.
- (c) Damage to tyres caused by road punctures, cuts or bursts.
- (d) Loss of use or any other consequential loss.
- (e) Any damage to the Insured Vehicle arising from an accident whereby the insured driver is being convicted of an offence involving drink or drugs.
- (f) Depreciation that occurs to the value of the Insured Vehicle as a result of it being in an accident.
- (g) Loss or damage to the Insured Vehicle directly occasioned by pressure waves caused by aircraft or other devices travelling at sonic or supersonic speeds.
- (h) Loss or damage to the Insured Vehicle where the Insured Vehicle is airside or in the vicinity of any aircraft.
- (i) Storage charges incurred.
- (j) Any amount in excess of €150 for towing as a result of an accident.
- (k) Any Car hire or alternative vehicles costs incurred.
- (l) Cost to replacing Personal Belongings or any detachable Mobile Phone or Satellite Navigation equipment or any non standard equipment in the Insured Vehicle including I-pods.
- (m) Loss or Damage arising from the Insured Vehicle being filled with the wrong fuel.
- (n) Loss or Damage if you have not taken reasonable care to protect the Insured Vehicle, or if it has been left unlocked or the keys left in the ignition or attached to it.

Excess Amount – Applicable to Sections 1, 2 & 3

The Company hereby gives notice, and the Insured hereby acknowledges, that the Company may at any time and without consent from the Insured, assign, transfer, charge or deal in any other manner with the Policy, or any of its rights under the Policy (including the Company's right to recover the Excess Amount from the Insured).

Consequences of failure to pay/repay the Excess Amount

The consequences of failure to pay/repay the Excess Amount:

- (a) Interest on Excess Amount due to be paid/repaid to the Company shall accrue from the date when payment becomes due (the date when you are notified for payment) daily until the date of payment at a rate of 2.5% per calendar month and such interest shall compound monthly at such a rate after as well as before any judgment.
- (b) If the Insured fails to pay/repay the Excess Amount when due, the Insured shall indemnify the Company from and against all costs and disbursements incurred by the Company in pursuing the debt including legal costs on a solicitor and the Company's collection agency costs.
- (c) If the Insured fails to pay/repay the Excess Amount demanded after thirty (30) days then an amount of the greater of €20 or 10% of the amount overdue (up to a maximum of €200) shall be levied for administration fees which sum shall become immediately due and payable.

Terrorism Exclusion Clause

The Company shall not be liable for loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, except where liability is judged to exist under a Policy or Policies by a court of competent jurisdiction in accordance with the Road Traffic Acts, subject to a maximum amount recoverable hereunder of €75,000,000 inclusive of all costs during the period.

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 Agreement 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 anyway relating to any act of terrorism.

If the Company alleges that by reason 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 Insured.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Endorsements

Endorsement 01 – Windscreen Cover

This section is operative if it is shown on your schedule. We will pay up to €400 (net of €50 Excess) for damage to the Insured Vehicle's windscreen or windows in any one period of Insurance if the windscreen or window is replaced or repaired by our approved suppliers.

Call our approved suppliers on 0818 771999. If any other supplier carries out the repair or replacement we will only pay up to €250 per vehicle in any one period of Insurance.

The Policy does not cover

- First €50 of any claim
- 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 vision or the security of the Insured Vehicle, is affected.
- VAT if you are registered.

Endorsement 02 – Territorial Extension

Minimum cover will apply to allow the use of the vehicle in any country which is a member of the EU, plus Andorra, Croatia, Faroe Islands, Gibraltar, Monaco, Norway, Iceland, Liechtenstein, San Marino and Switzerland. Upon payment of additional premium by the Insured, 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 will apply to allow the use of the vehicle in any country which is a member of the EU, plus Andorra, Croatia, Faroe Islands, Gibraltar, Monaco, Norway, Iceland, Liechtenstein, San Marino and Switzerland. To upgrade to fully comprehensive, there is an additional premium of €75 per week or part thereof.

General Exceptions

1. The Company shall not be liable in respect of any claim arising while the Insured Vehicle is being used or driven:
 - (a) Otherwise than as stated in the Schedule or permitted under Section 1 "Liabilities to Third Parties" .
 - (b) To the knowledge of the Insured 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 Insured, 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.

2. The Company 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 which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.

3. The Company shall not be liable for:
 - (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss, or
 - (b) any legal liability of whatsoever naturedirectly or indirectly caused by or contributed to by or arising from:
 - (i) ionizing radiations or contamination by nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

4. The Company shall not be liable for any accident, injury, damage, loss (including consequential loss) or any liability of whatsoever nature while the Insured Vehicle is in or on that 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 surface
 - (b) aircraft parking aprons including associated service roads, refuelling areas and ground equipment parking areas.

5. This policy shall not apply in respect of claims arising out of:
 - (a) Racing, rallies and/or speed trials.
 - (b) Commercial vehicles.
 - (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 for transport of chemical substances and gases in liquid, compressed or gaseous form.
 - (i) Vehicles that do not travel on terra firma.
 - (j) Use of vehicles for transport of highly explosive substances.
 - (k) Use of vehicles for transport of oil or liquified gas.

Conditions

1. Claims

- (a) All accidents involving possible injury, loss or damage must be reported to the Company within 48 hours of occurrence. Any writ, summons or impending prosecution must be sent and/or notified to the Company immediately and a claim form must be submitted within 7 days from the date of occurrence.
- (b) For the purpose of this part of the condition only, the expression "Insured Person" shall mean The Insured (as stated on the schedule) and any other person entitled to be indemnified under this policy (as stated on the schedule):
 - a. 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
 - b. The Company 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 Company all reasonable assistance in connection therewith and shall act in all cases in the best interests of the Company.
 - c. The Company shall have full power to settle any claim or part thereof without reference to the Insured Person and in the event of any dispute between the Company and the Insured Person such settlement shall have the effect for all purposes as if it were made with the concurrence of the Insured Person, notwithstanding that such settlement may be made without admission of liability.

2. Due Observance

The due observance and fulfilment of the terms and conditions of this Policy and any endorsements attaching thereto and the limit of the statement and answers in your proposal shall be conditions precedent to any liability of the Company to make any payments under this Policy.

3. Cancellation

The Company may cancel this Policy by giving the Insured seven days notice to her/his last known address. The Insured must then return the certificate of motor insurance to the Company and provided the Insured has not made a claim during the current period of Insurance, the Company will refund a proportion of any premium paid by the Insured for the period of Insurance still remaining.

The Insured may cancel the Policy at any time by returning the certificate of motor insurance. Provided the Insured has not made a claim during the current period of Insurance, the Company will refund a proportion of any premium paid by the Insured for the period of insurance still remaining.

Cancellation Period	% of Premium we will refund
Up to 14 days on cover	Pro-rata Refund
15 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%

4. Other Insurances

If any claim covered by this Policy is covered by any other insurance, whether effected by the Insured or not, the Company shall not be liable to pay more than a rateable portion provided nothing in this condition imposes an obligation to contribute under the Indemnity to other persons in relation to Section 1 of this Policy.

5. Installment Defaults

Where the Insured has agreed under a separate credit agreement to pay the premium by installments, any default in payment on the due date will automatically terminate the Policy cover and oblige the Insured to return the certificate and disc to the Company immediately from the date of default.

6. Arbitration

All differences arising out of this Policy shall be referred to arbitration in accordance with the statutory provision in force at the time of arbitration. Any claims not referred to arbitration within 12 calendar months from the date of disclaimer of liability shall be deemed to have been abandoned.

7. Care of vehicle

The Insured shall take all reasonable steps to safeguard the Insured Vehicle against loss, damage or breakdown. The Insured Vehicle must also be maintained in an efficient and roadworthy condition and should hold a current NCT certificate if applicable. The Insured shall also allow the Insurer's authorised representative to inspect the Insured Vehicle at any time.

8. Insurance Act 1936

All monies which become or may become due by the Company under this policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

9. Stamp Duty

The appropriate Stamp Duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

10. Fraudulent Claims

If the Insured or any person entitled to be indemnified under the Policy shall make any claim knowing the same to be false or fraudulent this Policy shall become void and all claims hereunder shall be forfeited.

11. Recovery

The Company reserves its right to recover from any persons, in relation to monies for which we would not be liable to pay out for the provisions of the law relating to the Insurance of liability to Third Parties in any territory in which the Policy operates.

12. Laws related to Compulsory Motor Insurance

Any condition of the Policy and/or of any endorsement thereon, insofar as it is a prohibited condition within the meaning of Part VI of the Road Traffic Act 1961, shall not be a condition affecting the right of any person to recover an amount under or by virtue of the provisions of Section 75 of the said Act.

13. Duty to comply with conditions

The due observance and fulfilment of the terms, limitations, exceptions, conditions and endorsements of this Policy including Excess payment so far as they relate to anything to be done or complied with by the Insured shall be conditions precedent to any liability of the Company to make any payment under the Policy.

14. Entitlement to recovery in relation to Compulsory Motor Insurance

Upon proof of breach of the Road Traffic Act 1961 by the Insured, the Company shall be entitled to recover from the Insured all sums paid by the Company including those for which the Company would not have been liable but for the provisions of any Road Traffic Act or Motor Traffic Law operative within the areas covered by this Policy.

15. Reasonable care

It is a condition precedent to the liability of the Company under the Policy that the Insured must drive responsibly at all times and shall take all reasonable precautions to prevent liability, loss, damage or accidents.

16. Drink / Drugs clause

If an accident results in a person driving being convicted of an offence involving drink or drugs, the cover we provide for that accident is limited to Section 1 Liability to others: third party only. The Company has the right to subrogate all costs relating to any Third Party claim as laid out in Condition 14.

17. Total Loss Claim

In the event of a total loss claim under this Policy any remaining installments for the period of Insurance may be deducted from any claim payment made.

Claims Procedure

Check your policy booklet and schedule to make sure that the loss or damage is covered under this insurance. To make a claim, please call us as soon as possible on 0818 771800.

For a windscreen cover claim, call our approved suppliers on 0818 771999.

All accidents involving possible injury, loss or damage must be reported to the Company within 48 hours of occurrence. Any writ, summons or impending prosecution must be sent and/or notified to the Company immediately and a claim form must be submitted within 7 days from the date of occurrence.

Complaints Procedure

If you have any complaint about this policy you should contact the broker who arranged the Policy on your behalf.

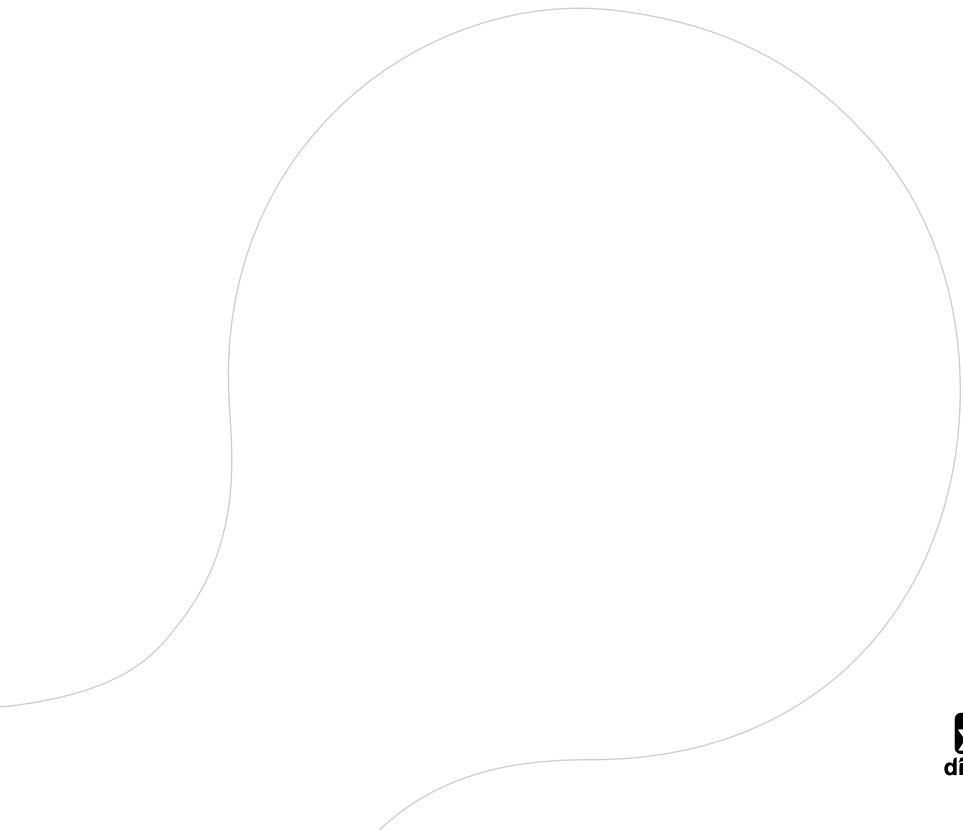
If the complaint is not resolved to your satisfaction you should:

- (a) Call XS Direct on 01 6610 999 and ask for the Underwriting Manager
- (b) Or email complaints@xsdirect.ie
- (c) Or write to: The Underwriting Manager, XS Direct Insurance Brokers Limited,
1 Merrion Place, Dublin 2.

XS Direct will investigate your complaint and issue a final response. After receipt of the final response, if you remain dissatisfied with the outcome or you wish to complain about the way in which your complaint was handled, please write to: The Compliance Officer, International Insurance Company of Hannover Limited, L'Avenir, Opladen Way, Bracknell, Berkshire, RG12 0PE, UK.

If the complaint is still not resolved to your satisfaction you may contact:

- (a) The Irish Insurance Federation, Insurance House, 39 Molesworth Street, Dublin 2.
Tel: +353 1 6761914
 - (b) The Insurance Ombudsman of Ireland, 32 Upper Merrion Street, Dublin 2.
-





For a quote
telephone 0818 222 886

To make a claim, please call us on
0818 771800

www.xsdirect.ie