



Compucar Ltd

SELF DRIVE HIRE POLICY

REPUBLIC OF IRELAND

Underwritten by



SELF DRIVE HIRE INSURANCE POLICY

Having paid or agreed to pay the premium, **we** will give **you** the insurance cover shown in the **Schedule**, under the terms of this **Policy**.

All monies, which become or may become due under this **Policy**, shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland in Euros unless specifically stated to the contrary.

Stamp Duty has been or will be paid in accordance with the provisions of Section 19 of the Finance Act 1950 (As amended)

Signed for the Royal & Sun Alliance by:

A handwritten signature in black ink, appearing to read 'M Boyle', with a long horizontal flourish extending to the left.

UK Chief Executive

Royal & Sun Alliance Insurance plc No 93792. Registered in England & Wales at St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL, England. This company is authorised and regulated by the Financial Services Authority and is a subsidiary of Royal & Sun Alliance Insurance Group plc. For your protection calls will be recorded and may be monitored.

Your Royal and Sun Alliance Compucar Policy is administered by Compucar Ltd

Contact

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Compucar Ltd is authorised and regulated by the Financial Service Authority

Contents

Dependent upon the cover applicable the following Sections apply to your policy.

Comprehensive - All

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Definitions

Any word which appears in this **Policy**, the **Schedule** or **Certificate of Motor Insurance** shall have its plain English meaning unless defined below. **We** have written this **Policy** so that it is easy to read. To achieve this **we** have included the following definitions. Any word or phrase which has a definition is always printed in bold type.

Accidental, Accidentally

Damage caused by forcible, visible, violent or external means.

Certificate of Motor Insurance

The proof of motor insurance needed by law which defines the person(s) covered to drive **your vehicle**

Market Value

The cost, which **we** decide, of replacing **your vehicle** or accessories or both with one of a similar type, age and condition.

Period of Hire

This is the length of time that the **Policy** lasts. As shown in the **Schedule**. It also includes any extra period which **we** accept **your** premium for.

Policy

The contract between **us** and **you** which is made up of the current **Schedule, Certificate of Motor Insurance, Proposal Form**, and this booklet. The contract between you and **your Hirer Driver** as produced via your **Compucar Policyholder** system. And the subject of a valid number supplied by Compucar The person(s) or company or partnership named in the **Schedule**.

Proposal Form

This contains the statements and declaration which this **Policy** is based on.

Schedule

Gives details of the names of the **Policyholder** and declared drivers and the cover that the **Policy** provides.

Terrorism

Terrorism means the use or threat of violence or action against people, property or commerce for political, religious or ideological reasons.

We, our, us

Royal & Sun Alliance Insurance plc

You, your, yourself

The individual **Policyholder(s)** or, if the **Policy** is in the name of a company, any of its employees who are permitted to drive, and whose details have been declared and accepted by the **Compucar** system.

Your vehicle

The vehicle in your custody and/or control and declared to us through the **Compucar** System and the subject of a valid **Hirer Driver** Rental Agreement Authorisation Number.

Compucar

The computerised vehicle rental system **you** use to send data on the **Hirer Drivers** of **your vehicle**.

Hirer Driver

The person authorized to drive **your vehicle** and whose details have been accepted by **Compucar**

Motor Rental Agreement

The contract between you and **your Hirer Driver** as produced via your **Compucar** system. And the subject of a valid number supplied by Compucar.

COVER

Section 1 – Third Party Liability

What is covered

We will cover legal liability for death, bodily injury or damage to material property during the **period of insurance** caused by **your vehicle** being used in accordance with and included in **your Certificate of Motor Insurance**. This cover will be provided to:

You;

- A trailer which is attached to **your vehicle**
- Any person covered by **your Certificate of Motor Insurance** that you give permission to drive or use **your vehicle**.
- The legal personal representative of any person who has died, but was covered under this section.
- Any person travelling or getting into or out of **your vehicle**.

In connection with any incident covered **we** will also pay:

- Solicitor's fees for any person covered by this **Policy** if they have to appear at any coroner's inquest, court of summary jurisdiction or similar court. **You** must have our written permission before agreeing to these costs;
- For legal services to defend any person covered by this **Policy** against a charge of manslaughter or causing death by dangerous or reckless driving. **You** must have our written permission before agreeing to these costs;
- Any other costs and expenses which **we** have given **our** written permission for, and
- Any emergency treatment fees set out in the Road Traffic Acts.

If **we** receive one or more claims for damage to property caused by the same incident covered, the most **we** will pay is €2,000,000.

What is not covered

- Damage to property (including any vehicle) which any person who claims to be covered under this Section, owns, controls, holds in trust or has custody of.
- Anything covered by any other insurance policy.
- Death, bodily injury or damage caused by loading or unloading **your vehicle** which is not on any road or carriageway unless it is being carried out by the driver or any person attending the vehicle.
- Damage to any property being carried in or on **your vehicle**

COVER

Section 2 – Damage to your vehicle by fire or theft

What is covered

If **your vehicle** or its accessories are **accidentally** damaged by fire, theft or attempted theft during the **period of hire**, we will choose to either repair or replace **your vehicle** or the accessory, or we will give **you** a cash payment up to or the same as the **market value** of **your vehicle** or the accessory at the time it was damaged or we will give you a cash payment up to the same as the **market value** of **your vehicle** or the accessory at the time it was damaged.

We may repair **your vehicle** using parts other than those supplied by the manufacturer or parts that have been previously used

What is not covered

- Loss or damage resulting from **your vehicle** being taken without **your** permission by;
 - a) **your** husband or wife;
 - b) **your** children: or
 - c) anyone who normally lives with **you**
- The amount of excess shown in the **Schedule**
- Mechanical, electrical, electronics, computer failures, breakdowns or breakage's.
- Damage to tyres by braking, punctures, cuts or bursts.
- Loss of use, wear and tear, depreciation in value of **your vehicle** after **you** have made a valid claim under this Section.
- Theft or damage which involves deception.
- The first 50% of the value of any claim for loss of **your vehicle** which involves theft by the hirer.
- Damage to **your vehicle** or its accessories when not out on hire.
- Broken windows or windscreens if this is the only damage to **your vehicle**, (including any resulting scratching of bodywork)
- Any loss or damage to the in car entertainment or telecommunications equipment

What is not covered (continued)

Any loss or damage if;

- **your vehicle** is left unlocked;
- **your vehicle** windows are left open; or
- **your vehicle** key or anything else which replaces a key (such as a special card) is left in or about **your vehicle**

While it is unattended or unoccupied

- Any loss or damage following the theft or taking without **your** consent of **your** vehicle by the **hirer driver**, unless **you** have paid an additional premium to cover this sort of incident and **your schedule** shows that cover is operative.

COVER

Section 3 – Accidental damage to your vehicle which is not caused by fire or theft

What is covered

If **your vehicle** or its accessories are **accidentally** damaged during the **period of hire**, we will choose to either repair or replace **your vehicle** or the accessory, or **we** will give **you** a cash payment up to or the same as the **market value** of **your vehicle** or the accessory at the time it was damaged.

We may repair **your vehicle** using parts other than those supplied by the manufacturer or parts that have been previously used

What is not covered

Loss or damage resulting from **your vehicle** by ;

- Loss or damage resulting from **your vehicle** being taken without **your** permission by;
 - a) **your** husband or wife;
 - b) **your** children: or
 - c) anyone who normally lives with **you**

Any loss or damage if ;

- **your vehicle** is left unlocked;
- **your vehicle** windows are left open; or
- **your vehicle** key or anything else which replaces a key (such as a special card) is left in or about **your vehicle**

While it is unattended or unoccupied

- Any loss or damage following the theft or taking without **your** consent of **your** vehicle by the **hirer driver**, unless **you** have paid an additional premium to cover this sort of incident and **your schedule** shows that cover is operative.
- The amount of excess shown in the **Schedule**
- Any mechanical, electrical, electronics, computer failures, breakdowns or breakage's.

What is not covered (continued)

- Any damage to tyres by braking, punctures, cuts or bursts.
- Any loss or damage to the in car entertainment or telecommunications equipment.
- Loss of use, wear and tear, depreciation in value of **your vehicle** after **you** have made a valid claim.
- Damage to **your vehicle** or its accessories when not out on hire.
- Broken windows or windscreens if this is the only damage to **your vehicle** (including any resulting scratching of bodywork)

COVER

Section 4 – Getting your vehicle repaired

What is covered

- If the claim is covered by this **Policy** we will pay the reasonable cost of:
- Taking **your vehicle** to the nearest competent repairer; and
- Returning **your vehicle** to **you** when the repairs are finished.
- If **your vehicle** is under a Hire Purchase or Leasing Agreement or any other agreement with any manufacture or supplier **we** will pay the legal owner for the damage to **your vehicle**. When they receive payment, **we** will have no further liability to **you**.
- **We** may choose to repair the damage or pay the amount of loss or damage
- **We** may use suitable parts or accessories which are not supplied by the original manufacturer.

Section 5 – Trailers and Disabled Vehicles

What is covered

We will cover **you** under Section 1 of this **Policy** while **your vehicle** is towing any trailer, caravan or a broken-down motor vehicle as long as **you** are not receiving any payment or reward for towing the vehicle.

What is not covered

- Any damage to the towed vehicle or property in, or attached to it.
- **Liability arising from :-**
 - **your vehicle** pulling more vehicles than is allowed by law.
 - any trailer being used as a tool of trade but **we** will give the cover necessary to meet the Road Traffic Acts.

COVER

Section 6 – Using your vehicle abroad

What is covered

Your Policy can be extended in full whilst **your vehicle** is driven abroad provided **you** have obtained **our** permission and paid the correct charge. **You** will be given a Green Card or International Motor Insurance Certificate.

You will be covered for the following:

- **Your vehicle** being moved between those countries named on the Green Card or International Certificate of Insurance or while **your vehicle** is being used in those countries.
- Any **accidental** damage, fire or theft which results in a valid claim under Section 2 or 3 of the **Policy**, we will cover **you** for either:
 - The reasonable costs of delivering **your vehicle** to **you** or **your** home in the Republic of Ireland after necessary repairs have been finished; or
 - Foreign customs duty which **you** must pay because damage to **your vehicle** prevents its return to the Republic of Ireland.
- If **you** are liable for General Average and Salvage charges to do with a journey covered by the Green Card.

COVER

Section 7 – Jurisdiction clause

What is covered

The **Policy** will only cover damages adjudged against a person insured under the **Policy** and claimant's costs and expenses recoverable from such a person subject to:-

The original action or suit for damages being brought in and finally adjudged by a Court of Competent Jurisdiction within the Geographical Limits set out in Condition 1 Geographical Limits, or

As allowed by the 1968 European Convention on Jurisdiction and the Enforcement of Judgments in Civil and Commercial Matters as amended.

What is not covered

The exclusions as shown under Sections 1, 2 and 3 of this **Policy**.

Section 8 – Contingency Cover

What is covered

In the event of the **Hirer Driver's** own Insurance arrangements failing or being inoperative **we** will provide cover equal to the cover disclosed on the **Motor Rental Agreement** provided **you** have written evidence of the **Hirer Driver's** own insurance arrangements for the period of the **Motor Rental Agreement** and any subsequent extensions to the hire period

What is not covered

- The exclusions as shown under Sections 1, 2 and 3 of this **Policy**.
- Contingency Cover if this has not been selected on the **Motor Rental Agreement**

POLICY EXCLUSIONS

What this Policy does not cover you for

1. Any consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. But **we** will still give the cover that is necessary to meet the Road Traffic Acts.
2. Any consequence of riot or civil commotion occurring outside Great Britain, the Republic of Ireland the Isle of Man or the Channel Islands.
3. Damage to any property or any expense as a result of;
4. or
5. Any legal liability of whatsoever nature, directly or indirectly caused by or contributed to or arising from:
6. Ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from burning nuclear fuel; or
7. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it.
8. **We** do not cover loss or damage caused by pollution or contamination, unless the pollution or contamination is the direct result of a single incident which happens during the period of insurance. To qualify for cover, the incident must be sudden, identifiable, unintended and unexpected.
9. if **your vehicle** is used in a ;
 - rally
 - competition ; or
 - motor trial

10. or if it used on any ;

- racetrack
- circuit ; or
- other prepared course

The cover at that time will be restricted to the legal liabilities for which insurance is compulsory under road traffic laws.

11. Any loss, destruction or damage which is a direct result of pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.

12. Any claim that is a result of **your vehicle** being driven or used in a way that is not covered in Section 5 – Drivers, and Section 6 – Use on the **Certificate of Motor Insurance**, however, **we** will cover **you** whilst **your vehicle** is being serviced or repaired by a motor trader.

13. Any claim that is the result of someone driving **your vehicle** who **you** know does not have a driving licence. However, **we** will cover **you** if that person has had such a licence and is not disqualified from having or getting one.

14. Any liability **you** accept by agreement or contract, unless **you** would have been liable anyway.

15. Any **Hirer driver** under 23 years of age or over 75 years of age.

16. Any **Hirer driver** who has not held a full valid UK or Republic of Ireland driving licence for more than 24 months.

17. Any **Hirer driver** who has not held a full valid driving licence issued by any other country for more than 24 months.

18. Any **Hirer driver** who has held a full valid driving licence issued by any other country for more than 24 months unless the appropriate additional premium shown on the Compucar Non Standard Risks Premium Loading Guide has been paid.

19. Any **hirer driver** convicted of a motoring offence classified on the Compucar Non Standard Risks Premium Loading Guide as Unacceptable. Spent convictions covered by the Rehabilitation of Offenders Act 1974 may be ignored.

20. Any **hirer driver** convicted of a motoring offence unless the appropriate additional premium shown on the Compucar Non Standard Risks Premium Loading Guide has been paid. Spent convictions covered by the Rehabilitation of Offenders Act 1974 may be ignored.
21. Any **hirer driver** involved in more than three accidents during the last three years.
22. Any **hirer driver** involved in more than one but less than three accidents during the last three years unless the appropriate additional premium shown on the Compucar Non Standard Risks Premium Loading Guide has been paid..
23. Any **hirer driver** who has had a previous proposal or insurance refused, declined or cancelled.
24. Any **hirer driver** who has not disclosed any compulsory medical condition to DVLA, the Irish Licensing Authority or the licencing authority of any other country of issue.
25. Any driver who has a provisional licence.
26. Any consequence of **Terrorism** unless we have we have to meet the requirements of any road traffic act legislation.
27. Any claim that is as a result of someone using **your vehicle** in the parts of any aerodrome, airfield provided for the take-off or landing of aircraft or the movement of aircraft on the surface including aircraft parking aprons, associated services roads, ground equipment parking areas and those parts of passenger terminals of an international airport which comes within the Customs examination area.
28. We do not cover any claim 24 hours immediately before or immediately after the Period of Hire as stipulated in the rental agreement whilst the Policyholder or Authorised Employee is using **your vehicle**.

POLICY CONDITIONS

1. Geographical Limits

Unless otherwise agreed, this **Policy** only covers use of **your vehicle** within Great Britain, Northern Ireland, Republic of Ireland, the Isle of Man and the Channel Islands, or travel by sea, rail or air between these. This includes loading and unloading **your vehicle**.

We will also give any person covered by compulsory minimum insurance needed by:

Any member of the European Community; or

A country which the EC Commission is satisfied meets the rules of Article 7(2) of the EC Directive on Insurance of Civil Service Insurance Team Liberties from using motor vehicles (Number 72/166/CEE).

2. How to make a claim

Contact **us** via **your Compucar** software system with full details as soon as reasonably possible after any damage or **accident** which might result in a claim against this **Policy**. **You** or any other person claiming indemnity under this **Policy** must send any writ or summons to **us** immediately.

If **you** are making a claim following the theft or attempted theft of, or malicious damage to **your vehicle**, **you** must give immediate notification of the incident to the police.

3. Defending or settling the claim

Unless they have **our** written permission, no person can represent or admit liability for **us** or for **you** or any other person claiming cover under this **Policy**.

We can carry out the defence or settlement of any claim and **we** can choose the solicitor who will act for **you** in any legal action.

We can also take legal action in **your** name or in the name of any other person covered by this **Policy**, to recover any payment **we** have made under this **Policy**. **You** must give **us** all the information and help **we** need with the claim. **You** must give **us** whatever help and information **we** ask for.

4. Other Insurance

If **you** were covered by any other insurance for the incident which resulted in a valid claim under this **Policy**, **we** will only pay **our** share of the claim

5. Reasonable precautions

You must take all reasonable steps to keep **your vehicle** in a safe condition and protect it from damage including fire, theft or attempted theft, malicious damage and someone taking **your vehicle** without **your** permission. **You** must also keep to all legal regulations. **You** must allow **us** to examine **your vehicle** whenever **we** ask.

6. Keeping to the terms of this Policy

We will only give **you** the cover that is described in this **Policy** if:

Any person claiming cover has met with all its terms as far as they apply; and

The declaration and information given on the **proposal form** which this contract is based on is complete and correct as far as **you** know.

7. Cancellation

We can cancel this **Policy** by giving **you** at least seven days' notice by recorded delivery letter to **your** last known address. In these circumstances **you** are entitled to the unused part of **your** premium.

If the **Policy** is cancelled **you** must return the **Certificate of Motor Insurance**, and windscreen **Insurance Disk** to **us** immediately under the rules of the Road Traffic Acts.

You can cancel the **Policy** by giving **us** notice in writing and returning **the Certificate of Motor Insurance**, and windscreen **Insurance Disk**. **We** will work out any refund for the unused part of **your** premium starting from the day **we** get the **Certificate of Motor Insurance**, and windscreen **Insurance Disk**. **We** may give **you** a refund after **we** have taken off a "time on risk" charge.

If a claim is made or will arise, **we** will not give **you** a refund of **your** premium.

8. Failure to pay a premium

If **you** do not pay a premium **we** will cancel **your** insurance, unless **you** pay the premium **you** owe immediately.

If **we** return any premium to **you**, **we** will take off **our** charge for the cover **we** give **you**.

If the **Policy** is cancelled **you** must return the **Certificate of Motor Insurance** and windscreen **Insurance Disks** to **us** immediately under the rules of the Road Traffic Acts.

9. Arbitration

If **we** have accepted a claim, but there is disagreement over the amount **you** are owed, **we** will ask an arbitrator to look at the matter. **We** will appoint this person in line with current law. If this happens the arbitrator must decide on the amount before legal action is started against **us**.

10. Avoiding certain terms and right of recovery

We may have to pay a claim because the law of a country which this **Policy** runs in says **we** must. If **we** would not have paid this claim otherwise, **we** can ask for a refund from **you** or the person responsible for causing the claim.

11. Important Changes

If during the period of **insurance** any of the following details change:

- Occupation
- Address
- Use of vehicle
- Fitness to drive
- The main driver of **your vehicle** changes
- **You** or any other driver has been convicted of a motoring or criminal offence
- **You** change the place where you usually keep **your vehicle**

We must be told in writing immediately.

In addition, if **you** or any other driver has been involved in any accident or claim, regardless of fault, on a vehicle not insured by **ourselves** or, have been convicted of any driving offence or have any prosecution pending, then **we** must be told in writing before the next renewal date.

12. Fraudulent claims

If **you** make a claim under this **Policy** and **you** know the claim is false or fraudulent in any way, the **Policy** is void and any claim will not be paid.

We will not pay benefits or arrange assistance if ;

- **You** make a false claim or deliberately exaggerate **your** claim
- **You** send us false declarations or statements to support **your** claim ; or
- **You** send us any other false or invalid documents to support **your** claim.

WHAT TO DO IF YOU HAVE A COMPLAINT

We aim to provide you with a first class service. If we have not delivered the service that you expect or you are concerned with the service provided, we would like the opportunity to put things right.

Our complaints process

1. Initially, please raise your concerns with your usual business contact.

If your complaint is not resolved or you are not happy with our response and the course of action proposed, you can progress your complaint to our Customer Relations Office.

A separate investigation will then be carried out in an attempt to resolve your complaint and a final decision issued. However, if resolution is not possible they will issue a response within 8 weeks of your original complaint.

2. Customer Relations Contact Details

Customer Relations Office

Bowling Mill
Halifax HX3 5WA
England
Telephone 0044 01422 325060
Fax: 0044 01422 325146
Email: Customerrelationsoffice@uk.royalsun.com

What to do if you are still not satisfied

If you are still not satisfied Royal & Sun Alliance is regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service and you may be able to refer your complaint to them.

3. Financial Ombudsman Service

South Quay Plaza

183 Marsh Wall

London

E14 9SR

England

Telephone 0044 845 0801800

Email: enquiries@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

4. The Insurance Information Service of the Irish Insurance Federation at:

39 Molesworth Street

Dublin 2.

Telephone 01 –676 1820)

The Insurance Ombudsman of Ireland at

32 Merrion Street Dublin 2.

Telephone 01 – 662 0899

Your Rights

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedure referred to above. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.