

# Private Car Insurance

## Insurance Product Information Document

Company: Wakam

## Product: Evolve Three Star Comprehensive Motor Policy

Policies are underwritten by Wakam and are arranged and administered by Ornella Underwriting.

Wakam is authorised by the Autorité de Contrôle Prudentiel et de Résolution (ACPR), France and is regulated by the Central Bank of Ireland for Conduct of Business Rules.

Ornella Underwriting Limited t/a Ornella Underwriting, Ornella, Bump Insurance, Patrona and Patrona Underwriting is regulated by the Central Bank of Ireland.

### **Complete pre-contractual and contractual information is provided in your proposal or statement of fact, certificate, policy schedule and policy document**

#### **What is this type of Insurance?**

This insurance covers you and other drivers you tell us about for your liabilities to others arising in connection with the use of your vehicle. It also covers damage to your vehicle caused by fire, theft or attempted theft.



#### **What is Insured?**

##### **Cover for you:**

- ✓ Your liability to others while driving your car.
- ✓ Your liability to others while you are driving any other car if you have Driving Other Cars cover.
- ✓ Fatal Accident benefit paid to your representatives provided you are aged 75 years or less of €25,000:
- ✓ **Medical expenses** - up to €250 that you incur as a result of an accident in your car.
- ✓ **Fire brigade charges** of up to €325

##### **Cover for other people:**

- ✓ The liability of other drivers you tell us about while driving your car.

##### **Cover for your car:**

- ✓ Damage to your vehicle caused in any accident, maliciously by others, by fire or by theft.
- ✓ Windscreen cover - up to €500 to repair or replace the windscreen or windows in your car.
- ✓ Up to the lesser of 5% of the value of your car, or €650, to repair or replace in-car entertainment systems damaged in your car

##### **Additional covers provided by other insurers:**

- ✓ **Breakdown assistance provided by Mapfre Assistance Agency Ireland Ltd** – if your car is 12 years old or less when you take out or renew your policy.

Mapfre Assistance Agency Ireland Ltd is the trading name of Mapfre Asistencia Compania Internacional De Seguros y Reaseguros S.A. and is authorised by Direccion General de Seguros y Fondos de pensioines del Misisterio de Econonica y Hacienda in Spain and is regulated by the Central bank of Ireland for conduct of business rules.

- ✓ **Legal expenses provided by ARAG Legal Protection Limited on behalf of ARAG Insurance Company Limited** - to pursue a motor related claim against someone else

ARAG Insurance Company Limited is an Irish branch of ARAG Allgemeine Versicherungs-AG. ARAG Insurance Company Limited is authorised by the Federal Financial Supervisory Authority, BaFin in Germany and is regulated by the Central Bank of Ireland for conduct of business rules. ARAG Legal Protection Limited is regulated by the Central Bank of Ireland.



#### **What is not Insured?**

- ✗ Any damage or liability if we did not agree to cover the driver of your car.
- ✗ Any damage to or liability arising from driving a car we did not agree to cover, unless you are personally driving a car under the driving of other cars benefit.
- ✗ Any liability you or a driver agrees to accept that was not already a liability.
- ✗ Any liability or damage if the driver does not have your permission to drive, does not hold a licence, or does not keep to the conditions of that licence.
- ✗ Any liability or damage if your car is used for a purpose we did not agree to cover.
- ✗ More than our share of any liability or damage if you have cover under other policies.
- ✗ Any liability or damage if a driver of your car, except you, has cover under other policies.
- ✗ Any liability or damage if a driver of your car, except you, has cover under other policies.
- ✗ Death of or injury to the driver of your car (except cover provided to you for death) or damage to the driver's property (except damage to your car).
- ✗ Damage to your vehicle caused by a member of your family if they have insurance to cover it.
- ✗ Damage or injury caused deliberately, or that happens due to normal wear and tear, or gradually.
- ✗ Mechanical or electrical repairs, or damage to tyres.
- ✗ Damage caused if the driver was drunk or was affected by drugs.
- ✗ Loss of or damage to your car costing more than €75,000 unless we agree to a higher amount.
- ✗ Loss of your car by theft costing more than €60,000 if your car does not have a tracking device.
- ✗ Any liability or damage if you are driving in any sort of competition or speed test.
- ✗ Any liability or damage that arises or happens as a result of war, terrorism, a nuclear explosion or release of radioactive material, a computer failure or virus
- ✗ Up to the first amount of a claim as follows: **€500 Plus €400 if the driver of your vehicle is under 24 or over 80 years of age. Plus €250 if you choose not to use an approved repairer.**



### Are there any restrictions on cover?

We will not pay more than:

- ! €30,000,000 for claims for damage to other people's property.
- ! 50% of your claim under this section after we deduct any excesses, if the appropriate roadworthiness certificate (for example the National Car Test (NCT)) for it has expired between 6 and 12 months, or 75% if the roadworthiness certificate has expired over 12 months, at the time Your Car was lost or damaged.
- ! the lesser of the market value of your car, and what you told us it was worth.
- ! the lesser of 5% of the value of your car, or €650, to repair or replace in-car entertainment systems damaged in your car.
- ! €500 or for more than 2 claims annually for windscreens or windows.
- ! If you subscribe for a second car you may have a maximum annual mileage restriction.



### Where am I covered?

- ✓ Liability to others: In the European Union, and in other countries that are members of the Green Card system.
- ✓ Cover for damage to your car operates for one journey of up to 45 days in the European Union, and in other countries that are members of the Green Card system.
- ✓ Breakdown assistance: The Republic of Ireland and Northern Ireland (not covered by Wakam).
- ✓ For motor legal expenses (not covered by Wakam):  
Motor Legal expenses for accident, loss, recovery and personal injury: The European Union, the United Kingdom, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland, and Turkey.  
Motor legal defence and contract disputes: The Republic of Ireland.
- ✓ All other covers: In the Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, and during journeys between these places provided you are not driving a U.K. registered vehicle.



### What are my Obligations?

- You must answer the questions we ask you honestly and with reasonable care and furnish to us any documents we request.
- You and the driver of your car must take all reasonable steps to avoid injury, loss or damage.
- You must keep your car in a safe and roadworthy condition and lock it when it is unattended.
- You must not submit any claim that is fraudulent or exaggerated.
- You must notify us immediately of any incident that might result in a claim.
- You or any person expecting to be covered must not admit liability for any accident.
- You or a driver of your car must not respond to any letter or court writ from any person claiming against you, them or both of you.
- You and the driver of your car must help us to defend a claim and cooperate with us in doing so, and to the best of your ability.
- You must allow us to defend or otherwise deal with any claim against you or another driver in any manner we see fit.
- You or the driver of your car must allow us to take legal action in either your name, their name or both of your names to recover amounts that we have to pay, where possible.
- You must repay any amount claimed that the law requires us to pay, but that this contract does not cover.
- You and any other driver of your car must not exceed the total maximum annual kilometres allowed if you have been given a limited mileage discount.



### When and how do I pay?

You must pay or make arrangements to pay before cover starts. You must pay the premium to your broker who will advise you what payments methods they accept. Your broker may advise you about financing options. Such finance is not provided by us.



### When does cover start and end?

Cover starts on a future date and time agreed between us once you have paid or made arrangements to pay the premium, Cover will last for one year, expiring at 23:59 hours the day before the start date anniversary, unless you or we cancel it beforehand.



### **How do I cancel the contract?**

You can cancel the policy at any time. If you cancel within 20 days of the policy start date we will refund Your premium, less a proportionate amount for the days that You were insured by Us.

Outside of this 20-day period, if You have not made or incurred any claims during the current Period of Insurance, We will:

1. keep any premium You paid in respect of these Sections: Section 8: Windscreen and Windows, Section 9: Accidental Death; Section 10 – Breakdown Assistance, and Section 11 – Motor Legal Expenses;
2. work out a proportionate premium for the period that You were insured by Us, for the remaining Sections;
3. deduct an amount of €25;
4. deduct a further fee of up to €50 to be retained by Ornella Underwriting Limited; and
5. refund You the balance of the premium You have paid provided the balance is €25 or more.

To cancel your policy, you must give Us notice in writing and send your certificate and insurance disc back to your broker and ask them to request us to cancel the policy.