

A.R.B.

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UNDERWRITING LIMITED

POLICY BOOKLET

Motor Trade Road Risks Insurance Policy



Motor Trade Road Risks Insurance Policy

**ARB Underwriting Limited
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Boooterstown
Co Dublin**

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Please note that *your* Contract with *us* and from which *your* Policy has been prepared is based upon the information on the *Proposal Form* that *you* have signed. *Your* contract is made up of the *Proposal Form*, this booklet, the *Schedule* and the *Certificate of Motor Insurance* and Insurance Disc. *You* should carefully read these documents and contact *your* Broker if any of the information is incorrect or if *you* have any queries. It is advisable to keep all insurance documents in a safe place for future reference.

ARB Underwriting Ltd. is regulated by the Central Bank as a Multi Agency Intermediary, acting as a Product Producer.
Registered No. 168567. Registered Office: IFG House, Boooterstown Hall, Boooterstown, Co Dublin.

12/2011

ARB Underwriting Limited



Lloyd's Insurance

Effected through

ARB Underwriting Ltd
IFG House
Boosterstown Hall
Boosterstown
Co Dublin

This is to Certify that in accordance with the authorisation granted under the Contract (the number of which is specified in the Schedule) to the undersigned by certain Underwriters at Lloyd's, whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's Policy Signing Office and in consideration of the payment of the premium specified herein, the said Underwriters are hereby bound, severally and not jointly, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

If the Policyholder makes any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Certificate shall become void and all claim hereunder shall be forfeited.

In Witness whereof this Certificate has been signed at the place stated and on the date specified in the Schedule by ARB Underwriting Ltd.

Authorised Official

J(A) NMA2462 (3/1/95) Form approved by Lloyd's Market Association

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Important Information

Please read this *Policy*, *Schedule* (including *Endorsements*) and the *Certificate of Motor Insurance* very carefully. Together with the information you gave us in the *Proposal Form* or *Statement of Fact*, and declarations that you have made, they form the *Contract of Motor Insurance*. You should pay particular attention to the *General Exclusions*, the *General Conditions* and any *Endorsements* that apply.

The words that appear in *italics* throughout this *Policy* are defined on pages 5 and 6 and have the same meaning wherever they appear.

Please tell your Insurance Broker immediately if you have any questions, the cover does not meet your needs, or any part of your insurance documentation is incorrect.

DATA PROTECTION NOTICE

It is important that you read this Data Protection Notice or that someone explains it to you. The Notice must be shown to any party related to the insurance. It explains how we may use your details and tells you about the systems and registers that we and others have in place, which allow us to detect and prevent fraudulent applications and claims. You must tell us about any incident (such as an accident, fire or theft) whether or not a claim is likely to result. When you tell us about such an incident, information relating to it will be passed to the registers. We may search these databases when you apply for insurance, at renewal or in the event of an incident or claim, to validate your claims history or that of any other person or property likely to be involved in the *policy* or claim. We may share information about you with other companies in our group or those providing services to us.

Preventing and detecting fraud claims history

In order to prevent and detect insurance-related fraud, we may do the following at any time

- Share information about you with other companies within our group or those providing services to us,
- Check and/or file your details with fraud prevention agencies and databases and if you give us false or inaccurate information and we suspect fraud, we will record this.

If you have any questions, or would like more information about Data Protection, please write to the Office of Data Protection Commissioner, 3rd Floor, Block 6, Irish Life Centre, Lower Abbey Street, Dublin 1. Email: info@dataprivacy.ie

Under the conditions of the Data Protection Act 1998, you are entitled, if you pay a fee, to receive a copy of the information we hold about you.

OUR SERVICE

We aim to provide a high standard of service, but if you are not satisfied, please contact:-

Motor Manager
ARB Underwriting Ltd
IFG House
Boosterstown Hall
Boosterstown
Co Dublin
Tel: +353 1 275 2834
E-mail: motor@arb.ie

We will do the following:

- Tell you what action we will take and who will be responsible for handling your enquiry,
- Acknowledge written enquiries, or any received by e-mail, usually within two working days,
- Give details of your enquiry to a senior person at the relevant department, usually within two working days.

You will hear from the relevant department in response to your enquiry, either in writing or over the phone, usually within ten working days. Where a full response cannot be given for any reason, you will be told what action will be taken, when you will hear from us and whom you can contact in the meantime with any questions. When necessary, we will explain the situation in writing.



If you are still not satisfied and wish to make a complaint you can do so at any time by referring the matter to:

Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. Tel: +353 1 6620899 Fax: + 353 1 6620890.

This does not affect any right of legal action you may have against the Company.

YOUR POLICY

This *Policy*, the *Schedule*, the *Certificate of Motor Insurance*, information you gave us in the *Proposal Form* and declarations that you have made, form a legally binding *Contract of Motor Insurance* between you and us. The *Contract of Motor Insurance* is a contract personal to you and you cannot transfer it to anyone else.

We agree to insure you under the terms of the *Contract of Motor Insurance* against any liability, loss or damage that occurs within the *Geographical Limits* during the *Period of Insurance* for which you have paid, or agree to pay, the premium.

You must read this *Policy*, the *Schedule* and the *Certificate of Motor Insurance* together. The *Schedule* tells you which sections of the *Policy* apply and identifies any *Endorsements*. Please check all three documents carefully to make sure that they give you the cover you want and that you comply with all the relevant terms and conditions, including any *Endorsements*.

Unless we have agreed otherwise with you, this insurance is governed by Irish Law.

All monies which become or may become due and payable by us under this *Policy* shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland. The appropriate Stamp Duty will be paid in accordance with the provisions of Section 113 of the Finance Act 1990.

DEFINITIONS

The following words or phrases have the same meaning wherever they appear and are shown in "italics" throughout this *Policy*.

Certificate of Motor Insurance – Legal evidence of your insurance. It is one part of the *Contract of Motor Insurance*. It shows the vehicle we are insuring, who may drive the *Insured Vehicle*, what it may be used for and the *Period of Insurance*.

Contract of Motor Insurance - The *Policy*, the *Schedule* (including *Endorsements*), the *Certificate of Motor Insurance*, the information you gave us in the *Proposal Form* and declarations that you have made, all form the *Contract of Motor Insurance*.

Endorsement - Something which alters your insurance cover. Your cover will be affected by any *Endorsement* that is shown on the *Schedule*. (Such *Endorsements* may add exclusions to the cover or require you to take action such as fitting approved security.) More than one *Endorsement* may apply. If you do not comply with any *Endorsements*, the *Contract of Motor Insurance* may no longer be valid and we may refuse to deal with any claim.

Excess - The amount you have to pay towards each claim you make under the *Contract of Motor Insurance*. There may be more than one *Excess*, part of which may be voluntary (where you have chosen to take an *excess* to receive a discount on your premium).

General Conditions - These describe your responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim or the *Contract of Motor Insurance* is cancelled.

General Exclusions - These describe the things that are not covered by the *Contract of Motor Insurance*. They are in addition to the exclusions shown under the headings 'What is not covered' in each of the Sections detailing the cover provided.

Geographical Limits - The Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands or in the course of transit from the above to any European ports by sea or whilst being transported on the Channel Tunnel shuttle.

Insured Vehicle - The vehicle shown on the current *Schedule* and *Certificate of Motor Insurance* providing it falls into one of the following categories and is not contained in the list of excluded vehicles in General Exclusions.

- a vehicle owned by you and registered in your name
- a vehicle owned by you for the purposes of resale in connection with your motor trade business

only (evidence of purchase will be required)

- a customer's vehicle in *your* custody or control whilst it is being repaired, serviced, tested, maintained, altered or inspected by *you*.

Market Value - The cost of replacing the *Insured Vehicle* at the date of the accident or loss with one of a similar make, model, age, condition and mileage provided that such cost is not above the policy limit or the value declared in the Proposal Form or subsequent declarations. *We* will usually ask an engineer to give us advice about the Market Value of the *Insured Vehicle*, refer to guides of vehicle values and any other relevant sources. *We* will not pay VAT or excise tax.

Period of Insurance - The length of time covered by the *Contract of Motor Insurance*, as shown on the current *Schedule* and *Certificate of Motor Insurance*.

Policy - This booklet which sets out the details of cover and all the terms and conditions that apply. It is one part of the *Contract of Motor Insurance*.

Proposal Form - The documents filled in by *you*, or on *your* behalf by an Insurance Broker or someone else, and all other information *you* gave and declarations made at the time the insurance was arranged and on which *we* have relied when agreeing to offer the *Contract of Motor Insurance*. If *you* do not give *us* full information at the start, and tell *us* about changes, the *Contract of Motor Insurance* may no longer be valid and *we* may refuse to deal with any claim.

Schedule - Forms part of the *Contract of Motor Insurance* and confirms details of *you*, the *Insured Vehicle* and the cover that applies. It is one part of the *Contract of Motor Insurance*.

Vehicle Recovery Unit - A vehicle that has been designed, manufactured or modified to carry one broken-down vehicle and/or tow one broken-down vehicle and has a maximum designed unladen weight of 3,500 kgs and is owned by and registered to *You*.

We, our, us - The Insurer or Insurers named as the Vehicle Insurer on the *Certificate of Motor Insurance*.

You, your - The person, Trade Name or Company named as the Insured on the *Schedule* and named as the Policyholder on the *Certificate of Motor Insurance*.

YOUR COVER

The current *Schedule* shows what *you* are covered for. The different kinds of cover are Comprehensive (COMP), Third Party Fire and Theft (TPFT) or Third Party Only (TPO).

USE

The *Contract of Motor Insurance* only covers *you* if *you* use the *Insured Vehicle* in the way described in *your Certificate of Motor Insurance* (under 'Limitations as to Use') and any *Endorsements*.



Section 1

Liability to Others: Third Party Cover

What is covered

We will insure *you* against everything (except as hereinafter excluded) *you* legally have to pay to people who claim for damages, costs and expenses if they arise from a claim caused by an accident while *you* are driving, loading or unloading (directly from an *Insured Vehicle*) or in charge of the *Insured Vehicle*, if *you* kills or injures other people. We will also insure *you* for *your* legal liability for damage to their property (including any related indirect loss). We will also insure *you* while the *Insured Vehicle* is towing a trailer or any one vehicle, so long as the towing is allowed by law and the trailer or vehicle being towed is attached properly to the *Insured Vehicle* by towing equipment made for this purpose.

What is not covered

- Any amount above €30,000,000 per vehicle subject to event limit of €90,000,000 for damage to other people's property (including any related indirect loss) if the *Insured Vehicle* is a Private Motor Vehicle.
- Any amount above €2,500,000 per vehicle for damage to other people's property (including any related indirect loss) if the *Insured Vehicle* is other than a Private Motor Vehicle.
- Death or injury to the person driving or in charge of the *Insured Vehicle* or to any person being carried in or on, or getting into or out, or getting on to or off, a trailer or vehicle being towed.
- Liability for death, injury or damage resulting from using the *Insured Vehicle* or any machinery attached to it as a tool of trade.
- Loss or damage to any bridge, weighbridge, viaduct, road or other surface over which the vehicle is driven, or anything under the surface caused by the weight or vibration of the *Insured Vehicle* or its load.
- Liability for death, injury or damage when the *Insured Vehicle* is not on a public road and is in the process of being loaded or unloaded by any person other than the driver or attendant of the *Insured Vehicle*.
- Loss, damage or liability caused by pollution or contamination as a result of any load seeping from the *Insured Vehicle*, or any load spilling from or shifting in the *Insured Vehicle*.

Insuring Others

What is covered

We will also insure the following people under this Section

- Any person *you* allow to use the *Insured Vehicle* as long as *your* current *Certificate of Motor Insurance* states that they can and they are not excluded from driving by an *Endorsement* shown in the *Schedule*.
- Any person (other than the person driving) being carried in, or getting in or out of, the *Insured Vehicle* or any person who causes an accident while they are travelling in, or getting in or out of, the *Insured Vehicle*.
- The legal representatives of any of the above person(s), following the person's death, but only in respect of the deceased's liability

What is not covered

- Legal liability if *your* current *Certificate of Motor Insurance* does not cover the person using the *Insured Vehicle* or if the person using the *Insured Vehicle* is excluded from driving or using the *Insured Vehicle* as a result of the *General Exclusions*, *General Conditions* and *Endorsements*.

Costs of Legal Representation -

What is covered

If we agree in writing first, we may pay for the following legal fees if they arise from a claim caused by an accident that is covered under this *Contract of Motor Insurance*;

- The solicitor's fee for representing anyone we insure at a court of summary jurisdiction, fatal accident enquiry or coroner's inquest.
- The reasonable costs of legal services we arrange for defending an *Insured Person* against a charge of manslaughter or causing death by dangerous driving.

We may, at any time, stop paying the legal costs.

What is not covered

- Any costs which have not first been agreed in writing by us or arising from a claim caused by an

- accident which is not covered under the *Contract of Motor Insurance*.
- Any costs where we have chosen to stop payments or arising from a claim which is not covered as a result of the *General Exclusions, General Conditions and Endorsements*.

European Union (EU) Compulsory Cover -

What is covered

We will provide the minimum insurance necessary to allow *you* to use the *Insured Vehicle*;

- in any country which is a member of the EU; and
- in any other country which has made arrangements to meet the minimum insurance needed in the EU.

What is not covered

- Cover that is more than the legal minimum that applies to the country concerned.

Section 2

Accidental Damage (excluding fire and theft)

What is covered

We will cover *you* for loss or damage to the *Insured Vehicle*, including standard accessories fitted by the manufacturer at time of production, for any one accident while it is being used on the public highway, temporarily parked during the course of a journey or parked in a private domestic garage or parked on the private driveway at *your* private residence (as long as these are not *your* business premises). The only exception being if *you* live on/in the business premises and if no other policy of insurance is operative at the time of loss in respect of the same loss.

What is not covered

- Any amount above €85,000 or above the *market value*, whichever is the lower, (unless otherwise noted on the *Schedule of Insurance*) in respect of damage to an *Insured Vehicle* that is owned by and registered to *you*
- Any amount above €100,000 or above the *market value*, whichever is the lower, in respect of damage to a customer's vehicle in *your* custody or control whilst it is being repaired, serviced, tested, maintained, altered or inspected by *you*, and where *you* are legally liable to pay for such damage, or vehicles in *your* possession for the purposes of resale in connection with *your* motor trade business only (evidence of purchase will be required)
- Any amount above an aggregate amount of €185,000 payable in any one *Period of Insurance* unless otherwise noted on the *Schedule of Insurance*
- Any vehicle which is not the *Insured Vehicle* and any loss or damage if *you* do not have cover under this section
- Wear and tear, mechanical, electrical, electronic and computer failure, breakdowns or breakage
- Compensation for *you* not being able to use the *Insured Vehicle*, any delay where we have to get new parts or accessories or they are unavailable, or the value of the *Insured Vehicle* reducing for any reason
- Loss or damage resulting from using the *Insured Vehicle* or any machinery attached to it, as a tool of trade
- Loss or damage caused deliberately by *you* or any person driving the *Insured Vehicle* with your permission
- Any other indirect loss
- Any extra parts or accessories
- Loss or damage resulting from demonstrating or testing an *Insured Vehicle*
- Damage to tyres caused by wear and tear, braking, punctures, cuts or bursts
- Loss or damage resulting from the use of steam cleaning equipment
- Damage caused by frost, unless *you* have taken reasonable care to stop the damage happening and have followed the manufacturer's instructions to avoid liquid freezing in *your* vehicle
- Any storage charges
- Loss or damage arising from the *Insured Vehicle* being filled with the wrong fuel.
- Any amount above €250 for fitted in-car entertainment equipment
- VAT if *you* are registered
- The amount noted as *Excess* on the *Schedule* effective at the time of any incident
- 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 cover.



Section 3

Fire and Theft

What is covered

We will cover *you* for loss or damage to the *Insured Vehicle*, including standard accessories fitted by the manufacturer at time of production, as per Section 2, caused by fire, lightning, explosion, theft or attempted theft while it is being used on the public highway, temporarily parked during the course of a journey or parked in the private domestic garage on the private driveway at *your* private residence (as long as these are not *your* business premises).

What is not covered

In addition to the exclusions in "What is not covered" under Section 2, we also do not cover the following:

- Loss or damage if *you* have not taken reasonable care to protect the *Insured Vehicle*, (see 'Care of the Vehicle' under the General Conditions), or if it has been left unlocked or with the keys in it or attached to it.
- Loss caused by theft unless the *Insured Vehicle* has been missing for a period of 28 days from the date that the loss was reported to *us*.
- Loss or damage from repossessing the *Insured Vehicle* and returning it to its rightful owner, or from any agreement or proposed transaction for selling or hiring the *Insured Vehicle* or someone taking it by fraud, trickery or deception.
- Loss or damage arising from the *Insured Vehicle* being taken or driven by a person who is not an insured driver but is a member of the policyholder's family or household, or being taken or driven by an employee or ex-employee, business partner or director.
- Malicious damage.
- Any additional damage resulting from the *Insured Vehicle* being moved by *you* after a fire or theft.
- Keys, remote control or security devices (whether lost or stolen).
- Tapes, cassettes, compact and mini discs, Citizens-Band radios, phones or phone equipment
- satellite navigation equipment that does not form part of the original manufacturer's specification.
- Tools of trade, personal belongings, documents or goods.
- Loss or damage caused by fire, lightning or explosion to an *Insured Vehicle* fitted with any cooking or catering equipment, including Mobile Catering Vehicles and Campervans/Caravanettes.

Section 4

No Claims Discount

If this is a yearly contract and *you* do not claim under this insurance and *you* have not been involved in an accident that has or may result in a claim against *you*, we will give a discount from *your* renewal premium in accordance with *our* scale as applicable at such time.

You cannot transfer *your* No Claims Discount to anyone else.

We will reduce or remove *your* No Claims Discount if we make any payment whatsoever, even if the accident is not *your* fault, unless we get the money back from any other party. We may withhold the No Claims Discount in full or part if there are any claims that have not been settled. If we recover all *our* money, or we have good reason to believe a third-party claim would be unsuccessful, the No Claims Discount would apply again.

If an accident occurs before the renewal date of the contract but we are not notified until after the terms for the renewal are offered by *us*, we will charge any extra premium that may be due. Failure to pay the additional premium will result in the *policy* being cancelled and any return premium due will have the unpaid extra premium deducted from it.

Section 5

Driving Abroad

Unless *you* ask *us* to extend *your* cover (Additional Cover Abroad), and pay any extra premium needed, the cover for using the *Insured Vehicle* abroad is very restricted. It does not include loss or damage to the *Insured Vehicle* and, depending on the country concerned, may be very limited with regard to *your* legal liability to others.

Minimum Insurance

What is covered

We will provide the minimum insurance that applies to the country concerned to allow *you* to use any vehicle covered by this Insurance in:

- Any country which is a member of the EU; and
- Other countries that have made arrangements to meet the minimum insurance set by the EU.

The minimum cover automatically provided by the *Contract of Motor Insurance* varies from country to country. If the minimum insurance cover in the Republic of Ireland is greater than the minimum insurance cover in the country in which the *Insured Vehicle* is being used, then the minimum insurance cover of the Republic of Ireland will apply.

What is not covered

- Accidental Damage, fire and theft to the *Insured Vehicle*
- Customs or Excise Duties.

Additional Cover Abroad

What is covered

If *you* let us know before *you* go abroad, and *you* pay any extra premium we need, we will extend the cover for the *Insured Vehicle* to give the same level of cover *you* have in the Republic of Ireland. We will, where required, give *you* an international motor insurance certificate (Green Card) and Bail Bond (for Spain only). The insurance will then apply:

- to any country for which we have agreed to provide cover; and
- while the *Insured Vehicle* is being transported by rail, sea or air between countries for which *you* have cover. If *you* are travelling by sea, it must be by a recognised sea route and the journey should not take longer than 65 hours.

What is not covered

- Any loss or damage if *you* have not asked for extra cover and have not paid any premium needed.
- The *Insured Vehicle*, unless it is being used for purposes described in the *Certificate of Motor Insurance*.
- Customs or Excise Duties.
- Using the *Insured Vehicle* abroad for more than a quarter of the *Period of Insurance* or in excess of four weeks at any one time.

Claims

If the *Insured Vehicle* is involved in an accident, or subject to crime, *you* must tell us immediately.

Section 6

Windscreen and Windows

What is covered

We will pay for damage to the *Insured Vehicle*'s windscreen or windows. If this is the only damage *you* are claiming for, *your* No Claims Discount will not be affected.

The maximum amount we will pay for any one *Period of Insurance* is €200. It is not necessary that *you* use our approved repairer, however comprehensive cover must be in place for windscreen cover to apply.

What is not covered

- Any loss or damage if *you* do not have cover under this Section.
- Damaged sunroofs, roof panels, lights or reflectors, even if they are made of glass.
- Extra costs for the work to be undertaken outside normal hours, unless the windscreen is shattered, or the driver's vision or the security of the *Insured Vehicle*, is affected.
- VAT if *you* are registered for VAT.
- Any loss or damage as a result of malicious intent, theft or attempted theft.

Section 7

Towing

What is covered

We will insure *you* for Third Party Cover, as under Section 1, while the *Insured Vehicle* is towing a trailer or any one vehicle, so long as the towing is allowed by law and the trailer or vehicle being

towed is attached properly to the *Insured Vehicle* by towing equipment made for this purpose.

What is not covered

- Loss or damage to the vehicle/trailer being towed
- Property or goods belonging to (or in the care of) *you* or *your* passengers or being carried in or on any trailer or vehicle being towed
- Legal liability when *you* are towing the trailer or vehicle for profit unless *you* have previously asked for such cover and *you* have paid any additional premium due
- Death or injury to the person driving or in charge of the *Insured Vehicle* or to any person being carried in or on, or getting into or out, or getting on to or off, a trailer or vehicle being towed

Section 8

General Exclusions

These *General Exclusions* apply to the whole of the *Contract of Motor Insurance* and describe the things that are not covered. These apply as well as the exclusions shown under 'What is not covered' in each of the Sections detailing the cover provided.

The *Contract of Motor Insurance* does not cover claims arising from any of the following.

- 1 Any accident, injury, loss or damage that happens while the *Insured Vehicle* is:
 - used for a purpose for which it is not insured;
 - driven or in the charge of anyone who is not described in the *Certificate of Motor Insurance* as a person entitled to drive or who is excluded from driving by any *Endorsements* or covered by another insurance;
 - driven or in the charge of anyone who does not have a valid driving licence or who is disqualified from driving, who has not held a driving licence or who is prevented by law from holding one;
 - driven or in the charge of anyone who does not meet the terms and conditions of their driving licence or all the conditions of the *Contract of Motor Insurance*;
 - on rails or not on "terra-firma" unless being transported by train, sea or air ferries;
 - used to carry passengers or goods in a way likely to affect the safe driving and control of the vehicle;
 - used to carry passengers unless they are being carried in fitted seats which have been permanently and securely installed in the *Insured Vehicle*;
 - used in or on restricted areas of airports, airfields or military bases.
- 2 Any liability that *you* have agreed to accept unless *you* would have had that liability anyway.
- 3 Anyone who does not meet all the conditions of the *Contract of Motor Insurance*.
- 4 Any vehicle that is owned, hired or loaned to, or part of a hire purchase agreement with your employees.
- 5 Hiring out the *Insured Vehicle* for money unless this use is described in the *Certificate of Motor Insurance* (under Limitations as to Use).
- 6 The *Insured Vehicle* being used on any form of racetrack or off-road activity or racing of any description or being used in any contest, competition, rally or speed trial.
- 7 Any accident, injury, loss or damage caused directly or indirectly by:
 - war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil unrest, revolution, act of terrorism, riot or similar event;
 - earthquake;
 - ionising radiation or radioactive contamination from nuclear fuel, or nuclear waste, or any risk from nuclear combustion or equipment;
 - pressure waves caused by aircraft and other flying objects; or
 - carrying any dangerous substances or goods.
- 8 Any liability, loss or damage caused by explosion, sparks or ashes from the *Insured Vehicle*, or from any trailer or machinery attached to, or detached from, it.
- 9 Any liability, loss or damage that happens outside the *Geographical Limits* or any proceedings brought against *you* outside the *Geographical Limits* unless they result from using the *Insured Vehicle* in a country which *we* have agreed to extend this insurance to cover
- 10 Any liability, injury, loss or damage resulting from anything sold, transported or supplied by *you* or on *your* behalf.

- 11 Death or injury to any person travelling in or on any trailer attached or detached from any *Insured Vehicle*.
- 12 Claims made by any holding subsidiary or associated company or firm of *yours* or by a company which is part of a group of companies of which *you* are also a part.
- 13 Any liability, injury, loss or damage caused directly or indirectly by:
- pollution; or
 - contamination;
- unless the pollution or contamination is directly caused by one incident at a specific time and place during the *Period of Insurance* and is:
- sudden;
 - identifiable;
 - not deliberate; and
 - unexpected.

We will consider the pollution to have happened at the time that the incident took place.

- 14 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 Cover.
- 15 Any accident, injury, loss, damage, cost or expense, except insofar as that which is covered under Section 1 Liability to Others: Third Party Cover or for which *our* obligations under the Road Traffic Acts require *us* to be liable:
- 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,
 - directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to an act of terrorism.

For the purpose of this exclusion, an act of terrorism means an act, including but not limited to the use of violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf or in connection with any organisation(s) or government(s), committed for political or other purposes including the intention to influence any government and/or to put the public or any section of the public in fear. If we allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this *Policy*, the burden of proving to the contrary shall be upon *you*. In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

- 16 Any claim and/or expenses arising out of
- any incident involving the driving of the following vehicles by any driver whose driving is covered by this *policy*
 - buses or coaches
 - motorcycles, unless declared to and accepted by *us*
 - public service emergency vehicles,
 - ownership, operation, maintenance or any other use of any vehicle for which the principal use is for the carriage of high explosives, inflammable liquids, chemical or other hazardous materials,
 - obligatory reinsurances,
 - *Excess of Loss* insurances and/or reinsurances except policies with a self-insured deductible,
 - Motor Trade Internal Risks.
- 17 Excluded Vehicles
- Vehicles owned and/or registered to individual directors, business partners, employees or any person named on the *Certificate of Motor Insurance*, other than *you*.
 - Vehicles not owned by *you*, being used for any purpose other than the overhaul, maintenance, repair, service, testing or inspection of the vehicle.
 - Vehicles which have been modified or adapted from the vehicle manufacturers original design, unless such modification or adaptation has been notified to and accepted by *us*.
 - Any motorcycle, moped, scooter or quad bike unless cover has been extended by way of an *Endorsement* on the *Schedule*, to include *your* motorcycle, moped, scooter or quad bike, for use by *you* for Social Domestic and Pleasure purposes only.
 - Vehicle Recovery Unit(s), NOT owned and registered to *You*, and are
 - capable of carrying more than one broken-down private car or light commercial vehicle (up to 3.5ton GVW); or has a Gross Vehicle Weight greater than 7500kg, unless cover has been

extended by way of an *Endorsement* on the *Schedule*.

- Vehicles being used for any use other than for Motor Trade or Social Domestic and Pleasure purposes.
- Agricultural Vehicles, mechanically propelled plant or machinery.
- Vehicles, not including Vehicle Recovery Units, with a Gross Vehicle Weight over 3500kg unless cover has been extended by way of an *Endorsement* on the *Schedule* to include this.
- Steam-driven vehicles.
- Vehicles on any business/trade premises, forecourt or compound that is owned, leased or rented to *you*, any director or business partner, any family member including common-law family or any person named on the *Certificate of Motor Insurance*.

18 Electronic Date Recognition Exclusion (EDRE)

This *Policy* does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- (a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether *your* property or not;
- (b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether *your* property or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

Section 9 General Conditions

The following *General Conditions* apply to the whole of the *Contract of Motor Insurance*. These describe *your* responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim. If *you* do not meet the terms and conditions of the *Contract of Motor Insurance*, it could make the cover invalid or mean we may refuse to pay *your* claim.

a. Keeping to the Policy Terms

Your premium is based on the information *you* gave *us* when *your* cover started and when *you* renew it. If *your* circumstances change, *you* must tell *us* as soon as possible. If *you* are not sure whether *you* need to tell *us* about certain facts, *you* should give *us* the information anyway, or contact *your* Insurance Advisor for advice. *You* should keep a record of the information *you* give in relation to the *Contract of Motor Insurance*. If *you* did not or do not give full and accurate information, the *Contract of Motor Insurance* may be invalid and we may refuse to deal with any claim *you* might make.

This insurance will only apply if:

- the person claiming has kept to all the terms and conditions of the *Contract of Motor Insurance*;
- the premium has been paid;
- all the information *you* have given and upon which the contract is based is correct and complete.

b. Notification of Claims

Please refer to CLAIMS ADVICE at the end of this booklet.

You must do the following:

after any accident, injury, loss or damage, whether a claim is to be made or not:

- All accidents involving possible injury, loss or damage must be reported to *us* within 48 hours of occurrence.
- Any writ summons or impending prosecution must be sent and/or notified to *us* immediately and a claim form and all relevant documentation must be submitted within 7 days from the date of occurrence.
- ring *your* insurance advisor immediately, (if *you* do not tell *us* immediately about incidents which might result in claims, we may not pay *your* claim);
- send *us* a fully completed claim form within 7 working days of the accident or loss whether *you* are to blame or not;
- send *us*, unanswered, every letter *you* receive about a claim as soon as *you* can;
- tell *us* as soon as *you* know about any prosecution, coroner's inquest or fatal accident inquiry;
- do not discuss any claim unless *you* have *our* permission to do so in writing;

- do not do anything to harm *our* interests (such as admitting liability or negotiating a settlement) without *our* written permission; and
- give *us* and anyone acting on *our* behalf all the help *we* may need to deal with a claim, including providing all the documents *we* ask for and going to court to give evidence if necessary.

c. Dealing with Claims

We can:

- take over, defend or settle any claims in *your* name or that of any other person insured by the *Contract of Motor Insurance* and can deal with the claim in any way that *we* think is appropriate;
- take action (which *we* will pay for) in *your* name or that of any other person insured by the *Contract of Motor Insurance*, to get back money *we* have paid under the *Contract of Motor Insurance*; and
- ask for any information, help and co-operation *we* need from *you* or any other person insured by the *Contract of Motor Insurance*.

d. Fraudulent, false and exaggerated claims or information

We are committed to identifying and acting against all types of fraud. If the *Proposal*, declaration or any supporting documentation is found to be untrue or false or if *you*, or anyone acting for *you*, makes a claim in a fraudulent or false way, or where *we* have been given any documents which are false or stolen, *we* will cancel *your policy* and *we* will not return any premium. *We* will prosecute any person who is involved in fraudulent activity against *us*.

e. Right of recovery

If the law of any country which the *Contract of Motor Insurance* covers requires *us* to make payments which, but for that law, *we* would not otherwise have paid, *you* must repay the amount to *us*.

If any claims or other monies are paid to *you* by mistake for any reason, or a claim has been paid which *we* later find to be fraudulent, false or exaggerated, *you* must repay the amount paid to *us*.

If *we* have refunded any premium following cancellation, *we* can take any money *you* owe *us* from any payment *we* make.

f. Care of the Vehicle

You must take all reasonable precautions to avoid loss of or damage to the *Insured Vehicle*. For example, *you* should remove it to a safe place as soon as possible if it breaks down. *You* should also take all reasonable care of the keys to the *Insured Vehicle* to prevent them being lost or stolen.

You must always take the keys out of the ignition and remove them completely when the *Insured Vehicle* is left at any time whatsoever (regardless of whether the vehicle is still within *your* sight) and make sure *you* do not leave belongings on display. *You* should close all the windows and sunroofs and lock all the doors. Alarms, immobilisers and tracking devices should be turned on when the vehicle is left unattended. *Endorsements* may apply to *your* cover, setting out other requirements relating to immobilisers, alarms and tracking devices. In these cases, *we* will need to see evidence that an approved alarm, immobiliser or tracking device has been fitted. These devices must always be on and working whenever the *Insured Vehicle* is left unattended.

If *you* do not take reasonable care of the *Insured Vehicle* and meet any security requirements, the *Contract of Motor Insurance* may no longer be valid and *we* may not pay any claim. *You* or any other person covered by this insurance must do the following:

- Protect the *Insured Vehicle* from loss or damage.
- Keep the *Insured Vehicle* in an efficient and roadworthy condition.
- Not move or drive the *Insured Vehicle* in a way likely to affect safe driving or control or in a way that could cause loss or damage to it.
- Not move or drive the *Insured Vehicle* after an accident, fire or theft if to do so may cause additional damage.
- Allow *us* to examine the *Insured Vehicle* at any reasonable time.

g. Cancelling your Policy

You may cancel the *Contract of Motor Insurance* at any time by telling *us* or *your* Insurance Advisor in writing and sending *us* your *Certificate of Motor Insurance and Windscreen Disc*. If *you* or someone else has not made a claim in the current *Period of Insurance*, *we* work out the time *you* have been covered less any new business or renewal fee, and use the period from the date the insurance started to the date *we* receive your *Certificate of Motor Insurance and Windscreen Disc*.

We will not refund any of *your* premium if the *Contract of Motor Insurance* is cancelled following a claim whether settled or not.

We or our authorised agent may cancel the *Contract of Motor Insurance* by giving you seven days notice in writing to your last known address. We do not have to give any reason for cancelling the contract. If we do this, we will refund part of your premium for the *Period of Insurance* left after the cancellation date, less any new business or renewal fee, as long as you or someone else has not made a claim under this *Policy*. If we or our authorised agent cancel the *Contract of Motor Insurance* because you have not paid the premiums on time, we will not refund any part of the premium you have already paid.

In all cases, you must return the *Certificate of Motor Insurance and Windscreen Disc* to us as soon as you receive notice of cancellation. We will not pay any refund until we receive the *Certificate of Motor Insurance and Windscreen Disc*, or if you or someone else has made a claim under the *Contract of Motor Insurance*. If you produce a cancelled *Certificate of Motor Insurance and Windscreen Disc* to any person with the intention of deceiving that person into accepting it as genuine, you may be prosecuted. There may be a cancellation fee of €20 applicable to cancellation refunds.

h. Other Insurance

If you claim for anything that is covered by another insurance, we will only pay any amount you cannot get back from the other insurance up to the limits of the *Contract of Motor Insurance*.

i. Drivers' Obligations

We will NOT cover you under Section 1 of this *Policy* if, in the event of any accident, claim, loss, damage or injury where we are satisfied that the driver or person using the vehicle, was using the vehicle;

- In such a way that would be considered an offence under any law applicable to the driving of motor vehicles in any country to which the *Policy* applies,
- In a manner the use of which the vehicle was not designed for, including the carriage of passengers that exceeds the manufacturers designed seating capacity of the vehicle,
- Whilst holding a provisional driving licence and was not accompanied by a qualified driver in accordance with Statutory Instrument No 352 of 1999, Road Traffic (Licensing of Drivers) Regulations 1999 or any subsequent instrument, regulation or act.

j. Altering your Insurance Cover

You must tell us as soon as possible about any changes which affect your insurance. If you do not, your insurance may not cover you fully or at all. You should contact your Insurance Advisor for advice about changes. You may have to pay an extra premium.

k. Our right to contact you

We reserve the right to contact you directly, or through our authorised agent, at any time in order to satisfy any legal obligation placed on us to do so.

Section 10

Endorsements

MT001: Windscreen Cover – Maximum Indemnity

Notwithstanding anything contained herein to the contrary, it is hereby understood and agreed that the maximum indemnity provided under Section 6 (Windscreen Cover) shall be limited to €200 per Period of Insurance. Subject otherwise to the terms, exceptions and conditions of this *Policy*.

MT002: Windscreen Cover Excluded

Notwithstanding anything contained herein to the contrary, it is hereby understood and agreed that the indemnity provided under Section 6 (Windscreen Cover) shall be excluded from this *Policy*. Subject otherwise to the terms, exceptions and conditions of this *Policy*.

MT004: Maximum Indemnity Value – Own Vehicles

The maximum indemnity amount as shown in Section 2 of this *Policy* is increased to €100,000. The aggregate maximum amount as shown in Section 2 of this *Policy* is increased to €200,000. Subject otherwise to the terms, exceptions and conditions of this *Policy*.

MT008: Motorcycle

The cover provided by this *Policy* has been extended to include a motorcycle for Social, Domestic and Pleasure use, solely by the Policyholder provided that the motorcycle is owned by and registered to the Policyholder. The maximum indemnity under Section 2 and 3 of this *Policy*, if operative for any motorcycle shall be limited to €12,500. Subject otherwise to the terms, exceptions and conditions of this *Policy*.

MT009: Caravanette Excluding Fire and Contents

Notwithstanding anything contained herein to the contrary it is hereby understood and agreed that the *Insured vehicle* is a caravanette or motor home type vehicle then the insurers shall not be liable in respect of

- a) any loss arising in respect of Fire damage arising out of the use of any heating lighting or cooking appliance.
- b) any loss or damage to the fixtures fittings or contents of the vehicle.

Subject otherwise to the terms, exceptions and conditions of this *Policy*.

MT012: Maximum Indemnity Value - Customer Vehicles

The maximum indemnity amount as shown in Section 2 of this *Policy* is increased to €150,000. The aggregate maximum amount as shown in Section 2 of this *Policy* is increased to €235,000. Subject otherwise to the terms, exceptions and conditions of this *Policy*.

EN03: Insurers

The insurers of this *policy* are named on *your current Certificate of Motor Insurance*.

EN07: Complaints

You may refer any complaint you may have to the Motor Manager, at the following address:

Motor Manager

ARB Underwriting Ltd
IFG House,
Boosterstown Hall,
Boosterstown,
Co Dublin.

Section 10

Endorsements continued

Should *you* remain dissatisfied *you* are entitled to take your complaint to:
Lloyd's Ireland Representative Ltd,
7/8 Wilton Terrace,
Dublin 2.
Phone No (00353) 1 6313600
E-mail: motor@arb.ie

If you are not satisfied with the results of our investigation, you have the right to refer your complaint to an independent authority for consideration. Your complaint should be referred to: The Financial Services Ombudsman Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.

EXUSE: Extended use for Policyholders other occupation

Use can be extended to cover use in connection with *your* other occupation (in building / allied trades) provided the vehicle being used is registered to *you* and only being driven by *you* subject to a maximum value of €50,000.
Subject otherwise to the terms, exceptions and conditions of the Policy

GVW05: Increase GVW to 5 Tonnes

Cover has been extended to cover commercial vehicles up to a maximum of 5 Ton GVW per vehicle. Vehicles up to this tonnage are covered once they are owned or registered to *you* or are in *your* care, custody or control or the care, custody or control of any named driver on the *Motor Certificate of Insurance*, provided that they are not owned by any named driver, business partner or director.
Subject otherwise to the terms, exceptions and conditions of the *Policy*

GVW10: Increase GVW to 10 Tonnes

Cover has been extended to cover commercial vehicles up to a maximum of 10 Ton GVW per vehicle. Vehicles up to this tonnage are covered once they are owned or registered to *you* or are in *your* care, custody or control or the care, custody or control of any named driver on the *Motor Certificate of Insurance*, provided that they are not owned by any named driver, business partner or director.
Subject otherwise to the terms, exceptions and conditions of the *Policy*

LMA5097: Several Liability Notice

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An Insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion.

A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

Section 11

Endorsements continued

LPO147E: Notice for use on documentation issued under full binding authorities held by Irish coverholders

The Insurance Cover to which the document relates was granted by the holder of a binding authority in Ireland from Lloyd's Underwriters for the class of business underwritten and has been issued in Ireland in accordance with Section 94 of the Insurance Act 1936.

The holder of this binding authority is:

Name: ARB Underwriting Ltd

Address: IFG House, Booterstown Hall, Booterstown, Co Dublin

Tel No: (01) 275 2834.

who, in conjunction with Lloyd's Ireland Representative Limited, has all the powers required of him under the Insurance Acts and Regulations.

Lloyd's Underwriters' branch address in Ireland is:

Lloyd's Ireland Representative Limited

7/8 Wilton Terrace

Dublin 2

Ireland

Telephone No: (00 353) 1 6313 600

Without prejudice to the generality of the foregoing, the Underwriters hereon agree that:

- (i) If the contract is subject to Irish law, in the event of a dispute arising under the *Policy*, Underwriters at the request of the Insured will submit to the jurisdiction of any competent Court in Ireland; such dispute shall be determined in accordance with the law and practice applicable in such Court;
- (ii) Any Summons, Notice or Process shall be served upon Lloyd's Ireland Representative Limited at the address stated above.

CLAIMS ADVICE

There are some important notes that *you* should be aware of if *you* are involved in an accident or *your* vehicle is stolen.

Accident

- Give *your* name, address and insurance details to any attending Garda or police officer and any other party involved in the accident.
- Get the name, address, phone number, vehicle registration and any other information *you* can from the other driver or drivers, passengers, witnesses and any attending Garda or police officer.
- Note the exact location and any relevant road signs and markings.
- If there is an injury and *you* did not give *your* details at the scene, report the incident to the Gardai within 24 hours.

Theft

- Report the theft to the Gardai immediately and take a note of the Garda's name, number, station and crime book reference number if applicable.
- If *you* know where the vehicle is after its theft, make sure that it is safe and secure.

After any accident or theft, report the incident immediately to *your* Insurance Advisor.

Repairs

If *you* have Accidental Damage or Fire and Theft cover as detailed in Sections 2 & 3 and:

if the vehicle can still be driven

- After telling *your* Insurance Advisor about the incident *you* will receive an Accident or Theft Report Form which *you* should complete and return as soon as possible with two estimates for repair.
- We will give permission for the repairs to be carried out after reviewing the estimates provided.
- *You* must not authorise repairs without *our* written permission.

if the vehicle cannot be driven

- We will arrange for a repairer to collect the vehicle and for an engineer to inspect it.
- *You* should remove all *your* personal belongings, documents, goods and tools of trade as we may move the vehicle to a safe place while it is waiting to be repaired or otherwise dealt with.

Excess/VAT

- *You* must pay the relevant *Excess* or VAT (if *you* are registered) direct to the repairer when *you* collect the vehicle.





A.R.B. UNDERWRITING LIMITED
IFG HOUSE, BOOTERSTOWN HALL, BOOTERSTOWN, CO. DUBLIN
FAX: (01) 406 1610
EMAIL: INFO@ARB.IE WEB: WWW.ARB.IE

