

# Motor Trade Road Risks

## Motor Trade Road Risks Insurance Policy



LLOYD'S

## **KEY INFORMATION**

**Your policy was placed with ARB Underwriting Ltd by your Insurance Broker.**

**ARB Underwriting Ltd acts as an agent for the Insurer.**

**The Insurers of this policy is : Lloyd's Insurance Company S.A.**

Lloyd's Insurance Company S.A. is the Society of Lloyd's Belgian subsidiary and is authorised to carry insurance and reinsurance business in the European Economic Area (EEA). Lloyd's Insurance Company S.A. is authorised by the National Bank of Belgium

ARB Underwriting Ltd is a Limited Company registered in Ireland under the Company No. 168567. The registered office of ARB Underwriting Ltd Suite 1, The Cube Offices, BSQ, Sandyford, Dublin 18. D18 RF44

ARB Underwriting Ltd is regulated by the Central Bank of Ireland.

# Motor Trade Road Risks Insurance *Policy*

**ARB Underwriting Limited  
Suite 1  
The Cube Offices  
BSQ  
Sandyford  
Dublin 18  
D18 RF44**

**Fax:(01)5857937 E-mail: [motor@arb.ie](mailto:motor@arb.ie) Web: [www.arb.ie](http://www.arb.ie)**

The cover holder :

Name: ARB Underwriting Ltd

Address: Suite 1 ,The Cube Offices, BSQ Sandyford, Dublin 18, D18 RF44

Tel No: (01) 525 7900

Fax : (01) 525 7937

Email : [info@arb.ie](mailto:info@arb.ie)

Acts as an agent of Lloyd's Insurance Company S.A. in performing its duties under the Cover holder Appointment Agreement with the Unique Market Reference stated within the Schedule.

Lloyd's Insurance Company S.A's representative in Ireland is :

Lloyd's Insurance Company S.A

7/8 Wilton Terrace

Dublin 2

Ireland

Telephone No: (00 353) 1 644 1000

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.

*ARB Underwriting Ltd. is regulated by the Central Bank of Ireland*

*Registered No. 168567. Registered Office: Suite 1, The Cube Offices, BSQ, Sandyford, Dublin18, D18RF44*

*02/2019*

# Lloyd's Insurance Company S.A. Certificate

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This contract of insurance is insured by Lloyd's Insurance Company S.A.

This Certificate is issued by the Coverholder identified within this Certificate in accordance with the authorisation granted to the Coverholder under the Coverholder Appointment Agreement with the Unique Market Reference stated within this Certificate.

Lloyd's Insurance Company S.A. is a Belgian limited liability company (*société anonyme / naamloze vennootschap*) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium. Its Firm Reference Number(s) and other details can be found on [www.nbb.be](http://www.nbb.be).

Website address: [www.lloyds.com/brussels](http://www.lloyds.com/brussels) E-mail: [enquiries.lloydsbrussels@lloyds.com](mailto:enquiries.lloydsbrussels@lloyds.com)

Bank details: Citibank Europe plc Belgium Branch, Boulevard General Jacques 263G, Brussels 1050, Belgium - BE46570135225536.

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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.

Please note that *Your* Contract with *Us* and from which *Your* *Policy* has been prepared is based upon the information on the *Proposal Form* or statement of fact. *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

### **Your Right to Cancel**

**Cooling-off Period** – *You*, the \*consumer, have the right to cancel this *Policy* within fourteen (14) days of the inception date or renewal date or the date *You* receive these *Policy* documents without penalty and without giving any reason.

To do this, *You* must advise *Us* (or *Your* insurance broker) and return the *Certificate of Motor Insurance* and windscreen Disc.

If *You* choose to cancel this *Policy* during the “cooling-off period”, *You* will have to pay a proportional amount of premium for the period of time *You* had insurance cover; provided no claim has occurred since the inception or renewal date.

Please refer to page 16( g.) Cancelling *Your* *Policy* for more cancellation options.

\* In accordance with the Distance Marketing Directive (Directive 2002/65/EC), a consumer is a natural person acting for purposes outside his/her trade, business or profession.

### **PRIVACY NOTICE**

It is important that *You* read this Privacy 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*.

ARB considers that protecting personal information is very important and we recognise that you have an interest in how we collect, use and share such information. We invite you to review this Data Protection Statement, which outlines how we use and protect that information.

#### **1. Sharing of Information**

1. *We* shall not disclose personal information without the consent of the individual to which it relates except in limited circumstances as permitted or required by law. *We* may share personal

information with agents or service providers in connection with providing, administering and servicing the products you have purchased from us or in the course of handling third party claims.

Where we choose to have certain services provided by third parties, we do so in accordance with the applicable law and take reasonable precautions regarding the practices employed by the service provider to protect personal information.

## **2. Insurance-Link**

2. Where you make a claim, we will pass details of the event to the Insurance-Link Central Register maintained by insurance companies under the aegis of the Irish Insurance Federation. The information will be shared with other insurance companies to safeguard against non-disclosure and help prevent fraudulent claims. Where there are reasonable grounds for suspicion, information may be passed to relevant enforcement agencies.

You have the right of access to the personal data held about you by Insurance-Link. Please write to the Data Protection Unit, ARB Underwriting Limited, if you would like to know how to access the information on the Central Register.

## **3. Other**

3. If you decide to proceed or have any other communication with ARB through or in relation to its products and services you accept the use by ARB of your personal data as indicated.

# **DATA PROTECTION NOTICE**

## **Your personal information notice**

### **Who we are**

We are Lloyd's Insurance Company S.A. identified in the contract of insurance and/or in the certificate of insurance.

### **The basics**

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we will need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have).

Where we need your consent we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time by sending an e-mail to [data.protection@Lloyds.com](mailto:data.protection@Lloyds.com) (without however affecting the lawfulness of processing based on consent prior to its withdrawal). However, if you do not give your consent, or you withdrawal your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, insurance agents or insurance brokers, reinsurers, loss adjustors, sub contractors, regulators and enforcement agencies, fraud and crime prevention detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

**Other people's details you provide to us**

Where you provide us or your insurance agent or insurance broker with details about other people, you must provide this notice to them.

**Want more details?**

For more information about how we use your personal information please see our full privacy notice, which is available in the Privacy section of our website [www.lloyds.com/news-and-risk-insight/lloyds-subsiidiary-in-brussels](http://www.lloyds.com/news-and-risk-insight/lloyds-subsiidiary-in-brussels) or in other formats on request.

**Contacting us and your rights**

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact us. Alternatively, you may contact the insurance agent or insurance broker that arranged your insurance at : *ARB Underwriting Ltd, Suite 1 The Cube, Offices BSQ, Dublin 18, D18 RF44*

You also have the right to lodge a complaint with your competent data protection authority, but we encourage you to contact us before.

**COMPLAINTS NOTICE****Any complaint should be addressed to :**

Motor Manager  
ARB Underwriting Ltd  
Suite 1  
The Cube Offices  
BSQ  
Dublin 18  
D18 RF44  
Tel: +353 1 5257900 E-mail: motor@arb.ie

Your complaint will be acknowledged, in writing, within 5(five) business days of the complaint being made. You will also be informed of the name of one or more individuals that will be your point of contact regarding your complaint until the complaint is resolved or cannot be progressed any further. You will be provided with an update on the progress of the investigation of your complaint, in writing, within 20 (twenty) business days of the complaint being made.

A decision on your complaint will be provided to you, in writing, within 40(forty) business days of the complaint being made.

Should you remain dissatisfied with the final response or if you have not received a final response within 40 (forty) business days of the complaint being made, you may be eligible to refer your complaint to the Financial Services and Pensions Ombudsman (FSPO). The contact details are as follows :

Financial Services and Pensions Ombudsman  
Lincoln House  
Lincoln Place  
Dublin 2  
D02 VH29  
Republic of Ireland

Tel : + 353 1 567 7000  
E-Mail : [info@fspo.ie](mailto:info@fspo.ie)  
Website: [www.fspo.ie](http://www.fspo.ie)

If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is [www.ec.europa.eu/odr](http://www.ec.europa.eu/odr)

The complaints handling arrangements above are without prejudice to your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.

## **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, (as amended).

## **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 Driver** - any driver noted on the *Certificate of Motor Insurance*.

**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 an *Insured Driver* is driving, loading or unloading (directly from an *Insured Vehicle*) or in charge of the *Insured Vehicle*, if an *Insured Driver* 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 *Policy*;

- 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.

##### **What is not covered**

- Legal costs associated with the appeal of a prosecution by a *Policyholder*, unless *We* have given prior written consent.
- 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 this *Policy*.
- 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, breakdown/malfunction
- 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
- 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 an *Insured Driver* 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 twenty-eight (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.

## **SETTLING CLAIMS – SECTIONS 2 & 3**

### **Theft**

*We* will treat the *Insured Vehicle* as stolen if it has not been recovered thirty (30) days after *You* reported the theft to *Us*. It must still be missing when *We* pay *Your* claim. *You* must report the theft to the police as soon as it is discovered and provide *Us* with *Your* vehicle keys and all the documentation *We* ask for when *You* make *Your* claim. If the *Insured Vehicle* is stolen and *You* later get it back, or discover where it is, *You* must tell *Us* straight away.

### **Repairs after an accident or theft**

*We* will pay the reasonable cost of protecting the *Insured Vehicle* and getting an authorised agent to take it to the nearest suitable repairer or another safe place if *You* cannot drive the *Insured Vehicle* after an accident or theft. *We* will not pay the cost of any transport outside the Republic of Ireland unless *We* agree to do so first. If *We* think that the estimate for repairing the *Insured Vehicle* is unreasonable, *We* may ask for it to go to another repairer and may move the *Insured Vehicle* to the repairer of *Our* choice.

*We* may arrange a safe place to keep the *Insured Vehicle* while it is waiting to be repaired or otherwise dealt with.

*You* must not remove the *Insured Vehicle* if this could cause further damage (*We* will not pay for damage caused in this way). *You* must obtain *Our* permission before ordering any new part/accessory or paying for any transport outside the Republic of Ireland.

### **How *We* may pay *Your* claim**

*We* may:-

- pay for the damage to be repaired; or
- give *You* an amount to replace the lost or damaged vehicle or item; or
- replace *Your* vehicle or item

### **The most We will pay**

We will pay the least of:

- the *Market Value* of the *Insured Vehicle*, less the *Excess*, just before the loss or damage happened (with no additional payments for accessories or spare parts); or
- the amount for which *You* insured *Your* vehicle for, less the *Excess*; or
- the cost of repairing the *Insured Vehicle*, less the *Excess*.

If any lost or damaged part or accessory is no longer available, the most We will pay will be:

- the cost shown in the manufacturer's last price list; and
- the reasonable cost of fitting same

We will not pay for the whole cost of any repair or replacement which leaves the *Insured Vehicle* in a better condition than it was before the loss or damage. If this happens *You* will have to pay part of the cost of the repair or replacement.

### **Total Loss (Write Off)**

If We choose to pay *You* the *Market Value* of the *Insured Vehicle*, or the amount for which *You* insured it, *You* must send Us;

- the *Certificate of Motor Insurance* and disc, and
- the Vehicle Registration Document, and
- either the National Car Test Certificate (NCT) or the Commercial Vehicle Roadworthiness Test (CVRT), if the *Insured Vehicle* requires one, and
- the keys and any other documents We ask for before We pay *Your* claim.

Once *You* accept *Our* offer or We have paid a claim (or both), the *Contract of Motor Insurance* ends, and the *Insured Vehicle* becomes *Our* property. We will not refund any unused premium nor will We refund any premium when We have paid a claim. If We identify any fraudulent, false or exaggerated claim such claims will not be paid and the *Policy* will be cancelled.

### **Financial Interest**

If the *Insured Vehicle* is part of a hire purchase or leasing agreement, or belongs to someone else, We will settle *Your* claim to the legal owner. When We pay them the claim will be settled.

### **Spare Parts Clause for Imported Vehicles**

If Section 2 or Section 3 of this *Policy* are operative and *Your* vehicle, following a valid claim under Section 2 or Section 3 of this *Policy*, requires replacement of parts which are not obtainable or are out of stock from manufacturers' European representatives or agents, then *You* will bear the additional cost of such replacement parts over and above the price listed in the manufacturers price list at the time of the loss.

## **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 sixty-five (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 (4) 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 to repair a chipped or cracked windscreen or window glass\* in the *Insured Vehicle*, or replace a windscreen or window glass\* in the *Insured Vehicle* that cannot be repaired, subject to the *Excess* (if applicable). If this is the only damage *You* are claiming for, *Your* No Claims Discount will not be affected.

**{\*window glass is defined as body glass and/or rear screens only.}**

If the windscreen or window is being replaced, the *Excess* noted on *Your Schedule* of Insurance will apply.

If the windscreen or window is being repaired, no *Excess* will apply.

The maximum amount *We* will pay is €200, less the *Excess* (if applicable), in any one *Period of Insurance*.

### What is not covered

- Any loss or damage if *You* do not have cover under this Section.
- Any loss or damage as a result of malicious intent, theft or attempted theft.
- Damaged or broken glass in any *Insured Vehicle* that is being insured on a temporary cover basis.
- Damaged or broken glass in sunroofs, panoramic glass, canopy glass, moon roofs, wrap around glass, glass in hood or continuous glass panels.
- Dealer glass which is a specific request by *You*. Dealer glass denotes glass which is dealer sourced as per *Your* request, when OE or OEM standard glass is in stock with an approved repairer. Where OE or OEM equivalent glass is not available for fitment, dealer glass is permitted at no extra cost to *You*.
- Damaged or broken mirror glass or lights or lenses or internal glass;
- Extra costs for the work to be undertaken outside normal hours, unless the windscreen is shattered, or the driver's visibility, or the security of the *Insured Vehicle*, is affected.
- The extra cost of replacing glass that is not in accordance with the manufacturer's specification for the *Insured Vehicle*;
- VAT, if *You* are registered.

## 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 an *Insured Driver* 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 forty-eight (48) hours of occurrence.
- Any writ summons or impending prosecution must be sent and/or notified to *Us* within twenty-four (24) hours or as soon as reasonably possible and a claim form and all relevant documentation must be submitted within seven (7) days from the date of occurrence.
- ring *Your* insurance advisor within twenty-four (24) hours or as soon as reasonably possible, (if *You* do not tell *Us* within twenty-four (24) hours or as soon as reasonably possible about incidents which might result in claims, *We* may not pay *Your* claim);
- send *Us* a fully completed claim form within seven (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**

### **(i) Information You have given Us**

In deciding to accept this insurance and in setting the terms and premium, *We* have relied on the information *You* have given *Us*. *You* must take care when answering any questions *We* ask by ensuring that all information provided is accurate and complete.

If *We* establish that *You* deliberately or recklessly provided *Us* with false or misleading information *We* will treat this insurance as if it never existed and decline all claims.

If *We* establish that *You* carelessly provided *Us* with false or misleading information it could adversely affect *Your* insurance and any claim. For example, *We* may:-

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. *We* will only do this if *We* provided *You* with insurance cover which *We* would not otherwise have offered; or
- amend the terms of *Your* insurance. *We* may apply these amended terms as if they were already in place if a claim has been adversely impacted by *Your* carelessness; or

- charge *You* more for *Your* insurance or reduce the amount *We* pay on a claim in the proportion the premium *You* have paid bears to the premium *We* would have charged *You*; or
- cancel *Your* insurance in accordance with the “Cancelling *Your Policy*” section on page 17.

*We* or *Your* insurance broker will write to *You* if *We*:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of *Your* insurance; or
- require *You* to pay more for *Your* insurance.

(ii) **Fraudulent claims**

If *You*, or anyone acting on *Your* behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance will become invalid. This means *We* will not pay the false or fraudulent claim, or any subsequent claim.

**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 ten (10) days notice in writing to Your last known address.

We will only do this for a valid reason. Examples of valid reasons are (but not limited to):-

- non-payment of premium;
- a change in the *Policy* details which means that We can no longer provide You with insurance cover;
- non-cooperation or failure to supply any information or documentation requested by Us or Your broker;
- threatening or abusive behaviour or the use of threatening or abusive language.

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 in any one *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 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*.

**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.

## **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.