

# Haulage Policy Wording

This Policy is arranged and administered by:

Catalpa Underwriting Ltd.,  
First Floor,  
Howley Square,  
Oranmore,  
Co. Galway.

Tel: (091) 353411

Email: [www.Catalpa.ie](http://www.Catalpa.ie)



This Policy is underwritten by:

Wakam,  
120-122 rue Réaumur,  
75083 Paris,  
Cedex 02,  
France  
Website: [www.wakam.com](http://www.wakam.com)



Wakam is authorised by the Autorité de Contrôle Prudentiel et de Résolution (ACPR) in France and is regulated by the Central Bank of Ireland for conduct of business rules.

Catalpa Underwriting Limited is authorised by the Central Bank of Ireland as an insurance intermediary and administers insurance policies on behalf of the respective Insurers who provide the cover.

Wakam and Catalpa Underwriting Limited are subject to the Consumer Protection Code 2012 (as amended), the Minimum Competency Regulations 2017 and the Consumer Insurance Contracts Act 2019. These Codes, Regulations and Act offer protection to Consumers and can be found on the Central Bank of Ireland's website at [www.centralbank.ie](http://www.centralbank.ie)

## **Contents**

## **Page Number**

Contract of Insurance	1
Complaints Procedure	2
Data Protection	3
Cover and Use	10
Definitions	11
Section 1 - Third Party Cover	15
Section 2 - Fire and Theft	17
Section 3 - Accidental Damage Cover (excluding Fire and Theft)	20
Section 4 - Windscreen and Windows	22
Section 5 - Fire Brigade Charges	23
Section 6 - Foreign Travel Cover	24
Section 7 - No Claims Bonus	25
General Conditions	26
General Exclusions	31
Claims Conditions	36

# Contract of Insurance

## Your Policy and Schedule

This is your Haulage Insurance Policy containing full details of the insurance being provided. The Schedule contains particulars relating to your insurance protection under the Policy including the levels of cover operative under each Section of the Policy and should be read in conjunction with the rest of the Policy.

**Please note:** Only those Sections showing as in force in the attached Schedule shall apply to your particular Policy.

The Third EU Non-Life Directive and relevant Consumer regulations/legislation require us to provide you with the following information:

## Your Haulage Insurance Policy

Your contract is made up of the Proposal Form/Statement of Fact, this booklet, and the Schedule.

These are legal documents, please keep them in a safe place.

The contract with Us is based on information provided by or on behalf of the Insured including but not limited to:

- information provided in any proposal, or otherwise in response to specific questions asked by or on behalf of the Insurer;
- information provided and recorded in any Statement of Facts issued to the Insured;
- any declarations made by or on behalf of the Insured; and/or
- any additional information voluntarily provided.

**N.B. You should read these documents carefully and contact your broker if you have any queries or you believe any of the information is incorrect.**

Wakam (hereafter called the “Insurer”) having accepted the first or any renewal premium for this Policy agrees, subject to the terms and conditions herein, to indemnify the Insured named in the Schedule if any of the within mentioned contingencies occurs during the Period of Insurance stated in the Schedule or during any subsequent period for which the Insurer shall have accepted the premium required for renewal of the Policy.

Compliance with all the terms, provisions conditions and endorsements of the Policy shall be a condition precedent to the right of the Insured to recover under this Policy.

All amounts in this Policy are in Euros unless specifically stated to the contrary.

All monies which become or may become payable by the Insurer under this Policy shall, in accordance with Section 93 of the Insurance Act 1936, be paid in the Republic of Ireland.

The appropriate stamp duty has been or will be paid in accordance with the Provisions of Section 5 of The Stamp Duties Consolidation Act 1999 (as amended).

The language for contractual terms and communication will be English.

### **The Law Applicable to the Contract**

Under the relevant European and Irish legal provisions, the parties to the proposed contract of insurance, we, the Insurer listed in your Schedule of Cover and you, the Insured, are free to choose the law applicable to the contract. We choose the law of the Republic of Ireland.

### **Our Promise to you**

We strive to provide you with an exceptional service when you need it most. We aim to settle quickly and efficiently any claims covered in the attached Schedule and Policy. To report any claims please contact us on the following number: 091 353411 and comply with the claims conditions set out in this Policy.

## **Complaints**

If you have any questions or concerns about Your Policy or the handling of a claim, please contact:

The General Manager,  
Catalpa Underwriting Ltd.,  
First Floor,  
Howley Square,  
Oranmore,  
Co. Galway.  
H91XN5N  
Telephone (091) 353411

or [complaints@catalpa.ie](mailto:complaints@catalpa.ie)

Catalpa Underwriting Ltd. will:

- do our best to resolve your complaint as effectively and quickly as possible;
- acknowledge your complaint in writing within five (5) working days of receiving it, and
- attempt to investigate and resolve your complaint within 40 working days of receiving it.

Please always quote your Policy number and/or claim number and broker as it will help us deal with your enquiry or complaint promptly.

If your complaint has not been resolved after 40 working days, you can contact the Financial Services and Pensions Ombudsman (details below) or if you remain dissatisfied you may refer your complaint to the Financial Services Ombudsman at:

**Financial Service Ombudsman's Bureau,  
3<sup>rd</sup> Floor,  
Lincoln House,  
Dublin 2.**

**Tel No: 01 567 7000**

**E-mail: [info@fspo.ie](mailto:info@fspo.ie)**

## **Insurance Compensation Fund**

In the unlikely event that Wakam cannot meet its obligations, you may be entitled to compensation from the Insurance Compensation Fund. Further Information on the Insurance Compensation Fund is available on the Central Bank of Ireland's website:

<https://www.centralbank.ie/regulation/industry-market-sectors/insurance-reinsurance/solvency-ii/insurance-compensation-fund>

## **Motor Insurance Bureau of Ireland**

If you are involved in an accident with a visiting motorist from outside the Republic of Ireland, or with an uninsured, unidentified, or foreign registered vehicle, you should report the accident to the Motor Insurance Bureau of Ireland:

5 Harbourmaster Place, IFSC, Dublin 1, D01E7E8

Tel: +3531 676 9944

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

## **Data Protection**

### **How we will use or share Your information**

This is the Data Protection and Privacy Notice that Wakam, an insurer incorporated and registered in France with company number whose registered office is at 120 - 122 Rue Réaumur, 75083 Paris, France; email [dpo@wakam.com](mailto:dpo@wakam.com) (referred to in this notice as the "Insurer", "we", "our" and "us") has issued to policyholders of its haulage insurance policy and those that have applied for that Policy (referred to in this notice as "You" and "Your"). CATALPA is our insurance intermediary, and their Data Protection and Privacy Notice can be found at: <http://catalpa.ie/data-protection-notice/>

### **The Information that we may process about You**

In connection with the Policy and our insurance intermediary relationship with CATALPA we collect or receive the following information about You: your insurance requirements including details about Your vehicle and, if available, a history of claims.

We receive most of the information about You from You (or on your behalf from your broker), when a Proposal Form/Statement of Fact is submitted to us, or in correspondence with You. We also obtain information about You from anti-fraud databases.

We receive other information about You when a claim occurs from CATALPA and this information will comprise of: claims details (date, place of the event giving rise to the claim). [ALLGLASS (the repairer) also processes Your data to check the eligibility of the claim and may provide this data to us.]

### Who do we disclose Your information to

Where we collect Your personal information, You agree that any data provided by You in connection with Your proposal or Policy may be used by Us, by “CATALPA”, and all each of our respective group companies and/or by insurance brokers or third-party providers of services [(including , ALLGLASS the repairer)<sup>1</sup>] in connection with the Policy (including but not limited to other insurance carriers, third-party claims adjusters/loss adjusters and investigators, solicitors, fraud detection and prevention services, reinsurance companies, governmental authorities and organisations acting on their behalf and insurance regulatory authorities), collectively referred to as ‘data recipients’, in performing their obligations to You in respect of Your contract of insurance and providing You with ancillary services. We may also provide your personal information to a proposed purchaser, investor or lender that wishes to understand what personal data we hold about You in connection with the Policy to complete a purchase, investment, or lending transaction in relation to our business or assets.

If You make a claim, we may need to release information to another person or organisation involved in that claim. This includes, but is not restricted to, others involved in the incident, their insurer, their solicitor or representative and medical teams, or other investigators. We also may have to investigate Your claim and conviction history.

### Why do we need information about You and what do we use it for

In this table we set out the categories of personal data that we collect about You, what we use it for and the legal basis for our processing the personal data.

We collect your personal data (your name, address, email, Policy number, your vehicle details and your claims history) to provide an insurance quotation, claims handling and to process any complaints. We process your personal data for accounting and other management information purposes. In many cases processing is necessary for the performance of a contract.

We also process this data:

- To populate national databases where required by law to do so ;
- For any purpose required by law ; and
- To comply with laws and regulations, and the regulators and oversight authorities, such as combating money laundering, the financing of terrorism, and the prevention of insurance fraud.

One of the legal bases for which we process Your data is because it is necessary for compliance with a legal obligation, which we are subject to.

We will process:

<b>Categories of Data</b>	<b>The Purpose of our Processing</b>	<b>Legal Basis for our processing, where more than one legal basis applies, we have listed that</b>
Your name, address, email, other contact details, Your Wakam Policy number(s), claims history (if any) and	To process Proposal Forms/ Statements of Fact for the Policy, to generate an estimate(s) or quotation(s) for the Policy, for	Legitimate interest in managing our business as we wish to operate our business in a manner which appropriately manages risks and relationships;

<p>renewal dates of the Policy, details of Your vehicle.</p> <p>CATALPA also collects Your payment card details</p>	<p>underwriting, pricing and cover decisions;</p> <p>Analysing Your particular insurance needs;</p> <p>Arranging insurance cover;</p> <p>To investigate, validate, arrange, handle, manage or administer a claim in relation to Your Policy which You or another person makes; and</p> <p>To process payments from You or to You.</p>	<p>For the performance of a contract under which we provide insurance to You; and</p> <p>In order to take steps at Your request prior to entering into a contract of insurance.</p>
<p>Your name, address, email, other contact details, insurance requirements including details about Your vehicle.</p>	<p>To process Proposal Forms/ Statements of Fact for the Policy, to generate an estimate(s) or quotation(s) for the Policy, for underwriting, pricing, and cover decisions.</p>	<p>This is necessary for the entry into and/or performance of Your Policy.</p>
<p>Your name, address, email, other contact details, date of birth, Your Wakam Policy number(s), claims history (if any) and renewal dates of the Policy, PPS number (or any other relevant tax identification numbers) (if required by legislation), occupation, employment details, gender, insurance requirements including details about Your vehicle, and bank and payment card details, records of Your payments and arrears in connection with the Policy, VAT and other relevant tax numbers.</p>	<p>Accounting and other management information purposes;</p> <p>To manage dealings with intermediaries who interact with You in connection with the Policy;</p> <p>To process and provide insurance services, to administer and process Your Policy, including dealing with any queries, requests or changes, payments, renewals and processing a cancellation or termination of Your Policy;</p> <p>To make deliveries or to make payments to You or receive payments from You;</p> <p>[To provide You with services such as repair or breakdown assistance;]</p> <p>To process of any complaints; and</p> <p>To maintain and keep records on our computer systems.</p>	<p>To allow us to perform and manage the Policy under normal conditions;</p> <p>Legitimate interest in managing our business, as we wish to operate our business in a manner which appropriately manages risks and relationships; and /or</p> <p>To manage the information systems that we use to deliver our insurance services in connection with the Policy, including the management of the infrastructure as well as the continuity of operations and computer security.</p>
<p>Claims history</p>	<p>To check the claims history for You or any person or property likely to be involved in the Policy</p>	<p>To allow us to perform and manage the Policy under normal conditions; and/or</p>

	or a claim when You apply for insurance; or if there is an accident or a claim.	Legitimate interest in managing our business as we wish to operate our business in a manner which appropriately manages risks and relationships.
Your name, address, email, other contact details, date of birth, Your Wakam Policy number(s), PPS number (or any other relevant tax identification numbers) (if required by legislation).	To verify Your identity;  To process any complaints; and  To maintain and keep our computer systems secure.	To allow us to perform and manage the Policy under normal conditions.
Your name, address, email, other contact details, date of birth.	Populating national databases where required by law to do so;  To comply with laws and regulations, and the regulators and oversight authorities, such as combating money laundering, the financing of terrorism, and the prevention of insurance fraud; and  To improve the management of the risks and allow the rights to be asserted (proper making of claims, proof of payment of the insurance premium, prevention of fraud).	Legitimate interest in managing our business as we wish to operate our business in a manner which appropriately manages risks and relationships; and/or  To comply with laws and regulations.
Details of motoring conviction(s) that You disclose to us (if any).	To process Proposal Forms, to generate an estimate(s) or quotation(s) for the Policy, for underwriting pricing and cover decisions.	Necessary and proportionate in order to take steps at Your request prior to entering into, and in order to enter into, the Policy.
Your name, address, email, other contact details, date of birth, Your Wakam Policy number(s), claims history (if any) and renewal dates of the Policy, PPS number (or any other relevant tax identification numbers) (if required by legislation), occupation, employment details, gender, insurance requirements including details about Your vehicle, and bank and payment card details, records of Your payments and arrears in connection with the Policy, VAT and other relevant tax numbers.	To sell the Insurer, CATALPA Underwriting Ltd., or their assets or to secure a loan or investment.	Legitimate interest in managing our business as a proposed purchaser of, investor in, lender to the Insurer or CATALPA Underwriting Ltd., would need to understand what personal data we hold about You in connection with the Policy to complete the transaction.



## **Transfers outside of the EEA**

Your personal information may be processed by Us, both inside and outside of the European Economic Area (EEA), in accordance with applicable data protection laws and regulations. We will not disclose your personal data to any third parties, who are not authorised to process them. We will implement measures to ensure that the transfer of your personal data to a location outside of the EEA receives an adequate level of protection, as it does in the EEA. You can find out what safeguards we rely upon for such transfers (for example, by using EU Commission Standard Contractual Clauses) by contacting our DPO, as described below.

## **How long do we hold Your personal data for?**

We will keep Your personal data only for as long as it is required to perform Your Policy, to handle claims and to comply with our legal and regulatory obligations. For most of Your personal data related to the Policy we will hold Your personal data for seven years after the end of that Policy.

If You do not accept a quote or complete an application for a Policy, Your personal data will be kept for 12 months, or longer if required to be retained in order to comply with our legal obligations or in the event of a dispute or claim.

## **Your Rights**

You have the right to object to the continuing processing of Your information, where we rely on our legitimate interests as the only legal basis for processing that information, or where we use the data for direct marketing or are processing data for the purposes of scientific/historical research and statistics.

You have the right to request Your personal data is erased and to prevent processing in certain circumstances. This is not an absolute right, and we may continue to process Your data if we have a lawful basis to do so.

In certain circumstances You have the right to request we restrict the processing of personal data supplied by You to Us.

You have the right to apply for a copy of Your information, free of charge (unless we believe Your request to be manifestly unfounded, excessive, or repetitive).

You have the right to have Your personal data rectified if it is inaccurate or incomplete.

You have the right to data portability in respect of Your personal data provided to Us and processed by automated means. This means that You can request the data in a commonly used and machine-readable form and even that we transfer it at Your request to another organisation if this is feasible. This service is free of charge.

You still have the right to request human intervention or to challenge decisions generated solely by automated means without any human involvement, where that decision produces a legal effect or otherwise significantly affects you, and you can exercise this right by writing to us. Where we have relied on Your explicit consent as the legal basis for any automated decision

making you can withdraw your consent by writing to us and tell us that you have withdrawn Your consent.

As we transfer Your information out of the EEA You can ask to obtain a copy of, or reference to, the safeguards under which Your personal data is transferred outside of the EEA. We may redact data, transfer agreements or related documents for reasons of confidentiality, security and /or commercial sensitivity, where we are legally entitled to do so.

You have a right to complain your local supervisory authority about our processing of your personal data. In Ireland, the supervisory authority for data protection is the

**Data Protection Commission**

21 Fitzwilliam Square South  
Dublin 2  
D02 RD28  
Ireland

Complaints may be directed to our lead supervisory authority about our processing of your personal data. Our lead supervisory authority for data protection is the **Commission Nationale de l'Informatique et des Libertés (CNIL)**, 3 Place de Fontenoy  
TSA 80715, 75334 PARIS CEDEX 07

We request that you raise any issue or complaint that you have with us first, although you have a right to contact a supervisory authority at any time.

**Preventing or detecting fraud**

We will check Your information against a range of registers and databases for completeness and accuracy. We may also share Your information with law enforcement agencies, other organisations, and public bodies. If we find that false or inaccurate information has been given to Us, or we suspect fraud, we will take appropriate action. If fraud is identified, details will be passed to fraud prevention agencies including the Claims Underwriting Exchange Register, Insurance Link, Law enforcement agencies who may access and use this information.

**Third Party Information**

Where you provide us with personal data relating to other people, such as your spouse, children, other named insureds or other related persons, you represent and warrant that you will only do so in accordance with applicable data protection laws. You will ensure that before doing so, the individuals in question are made aware of the fact that we will hold information relating to them and that we may use it for any of the purposes set out in this Data Protection and Privacy Notice and the relevant terms and conditions, and where necessary you will obtain their consent to our use of their information for the purposes of managing and performing our obligations under your Policy and to comply with applicable laws. We may, where required under applicable law, notify those individuals that you have provided their details to us.

## Contact our DPO

You may contact us at any time to exercise your rights or with any questions that you have about this Data Protection and Privacy Notice or our processing of Your information. You can contact our Data Protection Officer for this purpose at: Wakam: 120/122 rue Réaumur, TSA 60235, 75083 Paris Cedex 02, FRANCE email: [dpo@wakam.com](mailto:dpo@wakam.com)

Signed :

A handwritten signature in black ink, appearing to read "Paul McGrady". The signature is written in a cursive style with a large initial 'P'.

Paul McGrady  
For and on behalf of :  
Wakam

## Cover and Use

### Cover

The current Schedule shows what cover is in force. The different kinds of cover are:

Cover	Sections applicable
Comprehensive (COMP)	Sections 1, 2, 3, 4, 5, 6, and 7 apply
Third Party Fire and Theft (TPFT)	Sections 1, 2, 5, 6, and 7 apply.
Third Party Only (TPO)	Sections 1, 6, and 7 apply.
Fire and Theft Only (FTO)	Section 2 and 5 apply.

### Use

The cover provided by this contract of motor insurance only applies if the vehicle is used in the way permitted and described under 'Limitations as to use' in the Schedule, and also subject to any endorsements applicable to the Policy.

### Driver

The cover provided by this Contract of Motor Insurance only applies if the vehicle is being driven by a person whose driving is permitted and described under 'Drivers, or Classes of Drivers entitled to drive the vehicle(s) specified' in the Certificate of Insurance and also subject to any endorsements applicable to the Policy.

## Definitions

The following words or phrases have the same meaning wherever they appear.

### 1) Business

The business of the Insured as stated in the Schedule.

### 2) Certificate of Insurance

The Statutory certificate required under the Road Traffic Acts which provides legal evidence of the insurance, and which forms one constituent part of the Contract of Motor Insurance.

### 3) Commercial Vehicle

Any motor vehicle manufactured for the carriage of goods up to a gross vehicle weight of 7,500kg, details of which have been provided to the Insurer by the Insured, as described in the Certificate of Insurance.

### 4) Trailer

A trailer which is properly constructed to be towed by a motor vehicle, which is of a size appropriate for the capacity of the motor vehicle and is used for the carriage of goods.

### 5) Contract of motor insurance

The contract between the Insurer and the Insured which comprises the Proposal Form and/or the Statement of Fact, Policy document, Schedule and Certificate of Insurance and Insurance disc.

### 6) Endorsement

An amendment to the Policy cover, which alters the standard cover in the particular way specified.

### 7) Excess

The amount which the Insured must pay towards each claim under the policy.

### 8) Geographical Limits

The Republic of Ireland, Northern Ireland, Great Britain, Isle of Man, and the Channel Islands.

### 9) Insured Vehicle

The vehicle(s) as identified in the Policy Schedule and the Certificate of Insurance, the use of which is insured under the Contract of Motor Insurance, and for which the acquisition value is under €2 million.

### 10) Insured/You/Your

The party with whom the Insurer has entered into a Contract of Motor Insurance, as identified in the Schedule and in the Certificate of Insurance. (In the context of the submission of information pertaining to the insurance, it also means the party who acts on your behalf).

### **11) Insurer/We/Us/Our**

Wakam, 120-122 Rue Réaumur-75002 Paris-France.

Website : [www.wakam.com](http://www.wakam.com)

### **12) Market Value**

The cost at the date of loss for replacing the Insured Vehicle with one of identical make, model, age, condition, and mileage, or as close as is possible to accurately establish in the circumstances, in either event as determined by an independent motor engineer and by reference to guides to vehicle values and other relevant motor industry sources.

### **13) Period of Insurance**

The duration of the Contract of Motor Insurance, usually for a 12-months period, as shown in the Policy Schedule and in the Certificate of Insurance.

### **14) Policy Document**

The booklet which sets out details of the cover including all the standard terms, conditions and exclusions which apply, and which is a constituent part of the Contract of Motor Insurance.

### **15) Proposal form/Statement of Fact**

The form signed or accepted by the Insured (or on the Insured's behalf by another party) when applying for insurance cover and which contains information relied upon by the Insurer as the basis of the Contract of Motor Insurance. It may include a written summary of the facts based on oral and/or written declarations made by the Insured (or on the Insured's behalf by another party) when applying for motor insurance cover. We have relied on the truth of this information when agreeing to offer you this Contract of Motor Insurance.

### **16) Road Traffic Acts**

The Road Traffic Acts 1961 to 2018, as amended, all equivalent Road Traffic legislation in other jurisdictions to which the cover under this Policy may apply, all relevant Statutory Instruments and all relevant EU legislation.

### **17) Hazardous Goods**

Explosives, chemicals, chemical by-products, acids, or any other goods of a generally dangerous or hazardous nature.

### **18) Schedule**

A document containing information specific to the Insured's individual insurance agreement with the Insurer, and which forms a constituent part of the Contract of Insurance.

### **19) Tool of Trade**

The Insured Vehicle and machinery & plant attached to the Insured Vehicle in use performing a stationary work operation.

## **20) Cyber Loss**

Cyber Loss means any loss, damage, liability, claim, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing, or remediating any Cyber Act or Cyber Incident.

## **21) Cyber Act**

Cyber Act means an unauthorised, malicious, or criminal act or series of related unauthorised, malicious, or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

## **22) Cyber Incident**

Cyber Incident means:

- any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

## **23) Computer System**

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

## **24) Data**

Data means information, facts, concepts, code, or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a Computer System.

## **25) Accessories**

Any items permanently attached to the vehicle, which are not directly related to how it works as a vehicle. Accessories includes spare parts, audio equipment, fitted telephone equipment, multi-media equipment, communication equipment and satellite navigation equipment, providing that they are permanently fitted to your vehicle, except for fitted telephone equipment, unless fitted from first registration.

## **26) Approved Repairer**

A tradesperson or company that we have approved and authorised to repair your vehicle after an insured loss

## **27) Fire Brigade Charges**

**Money you will have to pay a fire authority, after a notified claim to:**

- control or put out a fire in or on your vehicle and / or,

- remove the driver or passenger(s) from the vehicle from your vehicle using emergency cutting equipment

## **28) Passenger**

Any person other than the person driving and in control of the vehicle, who is inside the vehicle or alighting into or out of the vehicle.

## **29) Telematics Tracking Device**

A piece of equipment used for remotely establishing the location of your vehicle that is:

- Operational at the time of loss or damage
- Connected to a 24-hour monitoring service provider (whose charges are paid up to date at the time of loss or damage)
- Capable of being globally tracked to at least street level; and
- Capable of automatically reporting vehicle movement to the monitoring service provider while the ignition is off.



## Section 1 – Third Party Cover

### What is Covered

#### 1. Use of the Insured Vehicle

The Contract of Insurance covers legal liability for damages and claimant's costs and expenses in respect of accidental bodily injury and damage to property arising from use of the Insured Vehicle, including direct loading, and unloading of the Insured Vehicle.

#### 2. Trailer cover

##### Attached

The Policy provides as standard, third party liability cover in respect of accidental bodily injury and damage to property arising from use of trailers attached to the Insured Vehicle.

##### Detached

Subject to full details of the trailer being disclosed and specified on the Schedule this Policy covers liability under the Road Traffic Acts of the Insured in respect of accidental bodily injury and damage to property arising from use of the detached trailer.

#### 3. Indemnity to others

The Policy cover is extended to provide an indemnity to the following persons or classes of persons for their legal liability arising out of the use of an Insured Vehicle

- a. Any person driving the Insured Vehicle with the Insured's permission and provided their driving is covered as described in the Schedule/Certificate of Insurance.
- b. At the request of the Insured, any passenger being carried within the seating capacity of the Insured Vehicle, in fitted seats securely and permanently fitted for that purpose, while such passenger is either in the vehicle or getting in or out of the Insured Vehicle.
- c. The legal representatives and estate of any deceased person if that deceased person would have been entitled to an indemnity under the Contract of Motor Insurance but for his/her death.
- d. Indemnity to a principal for any legal liability incurred by the Insured when using the Insured Vehicle for contract work on behalf of the principal provided that :-
  - i. The Insured shall have arranged with the principal for the conduct and control of all claims for which the Insurer may be liable to be vested in the Insurer.
  - ii. The Insurer shall not be liable in respect of :-
    1. Liability which attached to the principal by virtue of an agreement, which would not have attached in the absence of such agreement.
    2. Bodily injury to the principal for any amount for which the Insured would not be liable in the absence of such agreement.

3. Damage to property belonging to or held in trust by or in the custody or control of the principal for any sum in Excess of the amount required to indemnify the principal.
4. Liability which arises other than by reason of the negligence of the Insured or an employee of the Insured.

#### **4. Legal Representation**

In respect of any person entitled to an indemnity under the Contract of Insurance, and with the written consent of the Insurer, the Policy is extended to cover the legal costs incurred by that person for the representation at any court of summary jurisdiction, fatal accident enquiry or coroner's inquest arising out of the use of the Insured Vehicle. The Policy cover is also extended to cover the cost of defending the Insured or driver of the Insured Vehicle against a charge of manslaughter or death by dangerous driving.

#### **5. European Union Compulsory Cover**

The Policy is extended to provide the minimum insurance cover required by law while the Insured Vehicle is being driven in any member state of the European Union or in any other state, which has made arrangements to meet the minimum insurance requirement of the European Union.

### **Exclusions - What is not Covered**

#### **1. Insured Vehicle**

Loss of or damage to the Insured Vehicle or trailers under this section.

#### **2. Property Damage Limit**

Any legal liability for damage to third party property exceeding €6,500,000 in respect of each accident or loss, including all costs and expenses, subject otherwise to the terms, conditions, exclusions, and endorsements applicable.

#### **3. Property and Goods**

Any legal liability for loss or damage to property owned by the Insured, the driver or passengers. Also, legal liability for loss or damage to goods carried by or on the Insured Vehicle or trailer.

#### **4. Driver**

Any legal liability for death or bodily injury to the driver or person in control of the Insured Vehicle.

#### **5. Employees**

Any legal liability for death or bodily injury to employees of the Insured arising out of and in the course of their employment.

#### **6. Passengers**

Any legal liability for death or bodily injury to passengers unless they are being carried in accordance with the carrying capacity of the Insured Vehicle in fitted seats permanently and securely installed for that purpose.

#### **7. Goods Supplied and Sold**

Any legal liability arising from carrying, preparing, selling, or supplying of any goods, food, or drink from the Insured Vehicle

#### **8. Weight and Vibration**

Any legal liability for loss or damage to any weighbridge or to any road or driving surface or to anything below any road or driving surface due to the weight or, or vibration caused by, any Insured Vehicle.

## **Section 2 – Fire and Theft**

### **What is Covered**

Loss of or damage to the Insured Vehicle, and its standard Accessories, caused by fire, lightning, explosion, theft or attempted theft unless otherwise excluded under Section 2 of this Policy.

### **Basis of Settlement**

Subject otherwise to the Policy terms, conditions, exclusions, and endorsements applicable, the following basis of settlement applies in the event of loss of or damage to the Insured Vehicle under Section 2:

- The Insurer will pay the reasonable cost of protecting the Insured Vehicle and getting an authorized agent to take it to the nearest suitable repairer or another safe place if the Insured Vehicle cannot be driven safely after an insured event.
- If the Insured Vehicle is a total loss or write off, or is otherwise damaged beyond economic repair, the Insurer will pay the market value of the Insured Vehicle to the Insured less the value of any salvage.
- If the Insured Vehicle can be economically repaired, the Insurer will pay the cost of repairs to the Insured or, at its option, arrange for the repairs to be carried out by an Approved Repairer.
- In the case of theft of the Insured Vehicle, it will be treated as stolen if it has not been recovered within 28 days of the Insured reporting the loss to the Insurer and the Insured will be paid the market value of the Insured Vehicle.

### **Exclusions - What is not Covered**

#### **1. Accidental Damage**

Loss of or damage to the Insured Vehicle and its standard accessories caused by any accidental event involving impact to the Insured Vehicle.

## **2. Wear & Tear**

Any loss of or damage to the Insured Vehicle caused by wear & tear, depreciation, breakdown, mechanical failure, electrical failure, electronic and computer systems failure, or breakages.

## **3. Loss of Use**

Any loss, damage or expense arising from the loss of use of the Insured Vehicle or arising from any delay while replacement parts are being sourced.

## **4. Depreciation**

Any reduction in market value of the Insured Vehicle following completion of repairs or any other indirect loss.

## **5. Care & Security**

Any loss of or damage to the Insured Vehicle caused by failure to take reasonable care to protect it or caused by failure to securely lock it and remove the keys while it is unattended.

## **6. Loss by Deception**

Any loss of or damage to the Insured Vehicle caused by deception, fraud, or trickery. Also, any loss of or damage to the Insured Vehicle caused by repossession or arising from any agreement or proposed transaction for selling or hiring the Insured Vehicle.

## **7. Family Members and Employees**

Any loss of or damage to the Insured Vehicle as a result of it being taken or driven by a member of the Insured's family or household not insured to drive or by an employee or ex-employee not insured to drive the Insured Vehicle.

## **8. Tool of Trade**

Any loss or damage to the Insured Vehicle arising from its use as a tool of trade.

## **9. Deliberate Act**

Any loss of or damage to the Insured Vehicle caused by a deliberate act of the Insured or of any person driving the Insured Vehicle with the Insured's permission.

## **10. Malicious Damage**

Any loss of or damage to the Insured Vehicle caused by a deliberate, wilful, or malicious act, whether by persons known or unknown.

## **11. Additional Damage**

Any additional damage caused to the Insured Vehicle as a result of it being moved after an event of loss or damage covered under this section.

## **12. Storage**

Any costs of storing the Insured Vehicle after an event of loss or damage covered under this section unless such costs have been approved and accepted by the Insurer in advance of being incurred.

## **13. Personal Property & Goods**

Any loss of or damage to personal belongings, phones or phone equipment, DVDs, cassette tapes, compact & mini discs, trade tools, CB radios, child seats, documents or goods, carried in or on the Insured Vehicle or trailer.

## **14. Audio & Entertainment Equipment**

Any loss of or damage to fitted audio or entertainment equipment other than the Insured Vehicle manufacturer's standard fitted equipment.

## **15. Keys & Devices**

Any loss of or damage to keys, remote control devices or security devices belonging to and/or used with the Insured Vehicle.

## **16. VAT**

Any liability for the payment of VAT in respect of any loss, damage or expense insured under this section if the Insured is registered for VAT.

## **17. Excess**

The amount of any Excess shown in the Schedule.

## **18. Towing Charges**

Any amount exceeding €3,000 for the cost of towing the Insured Vehicle following loss or damage covered under this section.

## **19. Vehicle Hire**

Any cost or expense involved with hiring a replacement vehicle after an event of loss of or damage insured under this section.

## **20. Disqualification or Penalty Points**

Any loss of or damage to the Insured Vehicle arising from its use by a driver disqualified from driving or by a driver who has failed to disclose penalty points or motoring convictions.

## **21. Trailers – Fire and Theft**

**If this cover is included, it will be noted on the Policy Schedule.**

Subject to full details of the trailer being disclosed and the additional premium charged, the Insurer will pay for the loss of or damage to the trailer whilst attached or detached however:

Trailer cover will NOT be provided:

- 1) where a trailer is attached to any Vehicle other than the Insured Vehicle.
- 2) where the Insured Vehicle is towing a greater number of trailers than is allowed by applicable law within the Geographical Limits.
- 3) where the Insured Vehicle is towing a disabled mechanically – propelled Vehicle for hire or reward.
- 4) for loss or damage to any disabled mechanically – propelled Vehicle being towed by the Insured Vehicle.
- 5) for loss or damage to any property being carried in or on any trailer or disabled mechanically – propelled Vehicle (being towed by the Insured Vehicle).
- 6) for death, injury, or damage because of operating any unspecified mobile plant trailer as a tool of trade except where it is necessary to meet the requirements of the Road Traffic Acts.
- 7) for caravans, mobile homes, trailer tents or boat trailers.

### **Section 3 – Accidental Damage Cover (Excluding Fire and Theft)**

#### **What is Covered**

Loss of or damage to the Insured Vehicle and its standard Accessories caused by any accidental event involving impact to the Insured Vehicle unless otherwise excluded under Section 3 of this Policy.

#### **Trailers – Fire and Theft**

**If this cover is included, it will be noted on the Policy Schedule.**

Subject to full details of the trailer being disclosed and the additional premium charged, the Insurer will pay for the loss of or damage to the trailer whilst attached or detached however:

Trailer cover will NOT be provided:

- 1) where a trailer is attached to any Vehicle other than the Insured Vehicle
- 2) where the Insured Vehicle is towing a greater number of trailers in all than is allowed by applicable law within the Geographical Limits ;
- 3) if the Insured Vehicle is towing a disabled mechanically – propelled Vehicle for hire or reward ;
- 4) for loss or damage to any disabled mechanically – propelled Vehicle being towed by the Insured Vehicle ;
- 5) for loss or damage to any property being carried in or on any trailer or disabled mechanically – propelled Vehicle being towed by the Insured Vehicle ;
- 6) for death, injury, or damage because of operating any unspecified mobile plant trailer as a tool of trade, except where it is necessary to meet the requirements of the Road Traffic Acts ;
- 7) for caravans, mobile homes, trailer tents or boat trailers.

## **Basis of Settlement**

Subject otherwise to the Policy terms, conditions, exclusions, and endorsements applicable, the following basis of settlement applies in the event of loss of or damage to the Insured Vehicle under section 3:

- The Insurer will pay the reasonable cost of protecting the Insured Vehicle and getting an authorized agent to take it to the nearest suitable repairer or another safe place if the Insured Vehicle cannot be driven safely after an insured event.
- If the Insured Vehicle is a total loss or write off, or is otherwise beyond economic repair, the Insurer will pay the market value of the vehicle to the Insured less the value of any salvage.
- If the Insured Vehicle can be economically repaired, the Insurer will pay the cost of repairs to the Insured or, at its option, arrange for the repairs to be carried out by an approved repairer.

## **Exclusions - What is not Covered**

### **1. Fire & Theft Exclusions**

All of the exclusions numbered 1 to 21 inclusive as listed in Section 2, Fire & Theft, under 'Exclusions - What is not Covered', with the exception of No.10 'Malicious Damage' along with the following:

### **2. Tyres**

Damage to tyres caused by wear & tear, braking, punctures, cuts, or bursts.

### **3. Frost**

Damage caused by frost or freezing, unless the Insured has taken reasonable care to prevent such damage happening and has followed the manufacturer's instructions to avoid liquid freezing in the Insured Vehicle.

### **4. Fuel**

Loss of or damage to the Insured Vehicle arising from it being filled with the wrong fuel or defective fuel.

### **5. Solidification**

Loss or damage to the drum or hopper of any concrete mixer/agitator or carrier and/or any machinery pipe or hose used for the processing or discharging of the load resulting from the solidification of concrete or any like substance.

## Section 4 – Windscreen and Windows

### What is Covered

The Insurer will pay the Market Value of repairing or replacing damaged or broken glass in the windscreen or windows of the Insured Vehicle.

If this is the only damage you are claiming for, the Insured's No Claims Bonus will not be affected.

The maximum the Insurer will pay is as follows :-

#### Commercial Vehicle

€500 in any one Period of Insurance if the windscreen is replaced or repaired by the Insurer's Approved Repairers (Allglass Windscreens) ; or

€250 in Approved Repairers (Allglass Windscreens).

The Insurer operates an Approved Repairer windscreen replacement / Repair network through our Approved Provider Allglass Windscreens Nationwide Ltd.

Windscreen claims can be notified on the following numbers:

**24-hour helpline** **01 4090900**

**Outside the Republic of Ireland:** **00 353 1 4090900**

It is a condition precedent of cover that all claims must be verified **prior** to any repair or replacement work being undertaken whether carried out an approved repairer or not.

### Windscreen Excess

- €25 for glass replacement
- No Excess for glass repair.

### Exclusions - What is not Covered

Any loss or damage to the windscreen or windows of the Insured Vehicle if the Insured does not have cover under this Section.

### Exclusions under windscreen and glass section

- More than €500 in respect of any one claim for accidental breakage of the windscreen or of the windows of the Insured Vehicle (and any scratching of the bodywork) ;
- Any more than two claims under this section during the period of insurance ;
- Damaged or broken glass in sunroofs, panoramic sunroofs, moon roofs, wrap around glass, glass in hood or continuous glass panels, damaged or broken mirror glass or lights or lenses or internal glass;
- Damage to mechanical or electrical winding mechanism ;
- Damaged or broken glass to Insured Vehicles that are covered on a temporary basis under this Policy ;
- Damage caused by wear, tear, or negligence ;
- Damage caused by the Insured's own deliberate act ;



- The extra cost of replacing non-standard glass ;
- The cost of importing glass or parts for the Insured Vehicle from outside the EU ;
- Glass or Perspex that is an integral part of a removable canopy or hood is excluded ;
- Claims notified for breakage or repair more than 90 days after the date of loss ;
- VAT if you are registered.
- Any more than the market value of the vehicle.

## **Section 5 – Fire Brigade Charges**

### **What is Covered**

In respect of any event which is the subject of cover or indemnity under this Policy, the Insurer will pay all charges levied by a Local Authority in accordance with the provision of the Fire Services Act 1981, or such equivalent legislation in the Geographical limits, subject to a limit of €3,000 in respect of any single event.

## **Section 6 – Foreign Travel Cover**

### **What is Covered**

#### **1. Minimum Third Party Cover**

Section 1, Third Party Cover, is extended to provide the minimum insurance cover required by law while the Insured Vehicle is being driven in any member state of the European Union or in any other state which has made arrangements to meet the minimum insurance requirement of the European Union. In the event of payment of any sum which the Insurer would not have been liable to pay, but for the necessity to comply with the provisions of such minimum insurance requirement, any such amount must be repaid by the Insured to the Insurer.

#### **2. Extended Policy Cover**

In addition to the above, and subject to payment of an appropriate additional premium, the Insurer will provide the full cover stated in the policy Schedule while the Insured Vehicle is being driven in any member state of the European Union, or in any other state which has made arrangements to meet the minimum insurance requirement of the European Union, for an agreed period.

#### **3. Customs Duty**

Provided that liability arises directly from loss or damage covered by this Policy, the Insurer will indemnify the Insured against liability for enforced payment of customs duty in any country to which the Policy cover applies. This liability shall not exceed the market value of the Insured Vehicle prevailing in the Republic of Ireland on the date of the enforcement, or the insured value, whichever is the less.

#### **4. Bail Bonds**

If, as a direct result of an accident in Spain which is or may be the subject of indemnity under this Policy, either the person driving the Insured Vehicle with the Insured's permission is detained or the Insured Vehicle is impounded and a guarantee or monetary payment is required for their release, the Insurer will provide such guarantee or deposit not exceeding €1,275 in total. The Insured must take all steps to secure release of the guarantee or repayment of the sum deposited by completing all necessary formalities as soon as possible and must repay to the Insurer any sums retained by the Authorities against payment of fines or the costs of penal proceedings against the Insured or the driver of the Insured Vehicle.

#### **5. Transit**

The Policy cover also applies while the Insured Vehicle is in transit by road, rail, inland waterway, lift or elevator or by sea between any ports in countries to which the Policy applies, including during the process of loading or unloading incidental to such transits and conditional on the duration of no longer than sixty-five (65) hours and provided that such transit is by recognised sea passage.

## Section 7 – No Claims Bonus

For the purpose of the No Claims Bonus, Period of insurance means one (1) year from the beginning of the Policy to the first renewal date, and then each year between renewal dates.

If no claim arises during the Period of Insurance, at the renewal date the Insurer will reduce the renewal premium in line with our no claims bonus scale applying at the renewal date. Details of the no claims bonus scale are available upon request.

If a claim arises during any period of insurance, the no claims bonus will be reduced as follows:

No-claims bonus :	Reduced to :
One Year	0 Years
Two Years	0 Years
Three Years	0 Years
Four Years	1 Year
Five Years +	2 Years

If two or more claims arise in any period of insurance, the no-claims bonus will be reduced to zero at the next renewal date.

Any no-claims bonus only applies to a Vehicle (or replacement Vehicle) insured for the full period of insurance.

A no-claims bonus cannot be transferred to anyone else, and it may only be used on one (1) vehicle at a time.

## **General Conditions**

The following General Conditions apply to the whole of this Contract of Insurance and describe the Insured's responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim, or the Contract of Insurance is cancelled. If the Insured does not meet the terms and conditions of this Contract of Insurance, it could make the cover invalid or mean the Insurer may refuse to pay the Insured's claim.

### **1) Duty to Comply with Policy Conditions**

(a) The Insured must comply with the terms, limitations, Exceptions, Conditions and Endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured, to include the Insured cooperating with the Insurer in the investigation of insured events, including by responding to reasonable requests for information in an honest and reasonably careful manner.

(b) Other than where expressly provided in this Policy, compliance by the Insured with the terms, limitations, Exceptions, Conditions and Endorsements of this Policy shall be a condition precedent to any liability of the Insurer to make any payment under the Policy.

(c) Breach of any notification-related term or Condition will entitle the Insurer to refuse payment of a claim where the Insurer was prejudiced by the breach of the notification-related term or Condition in question.

### **2) Reasonable Care**

The Insured must take all reasonable steps to prevent accident, loss, injury, or damage arising out of the use or driving of the Insured Vehicle. It is a condition precedent of this Policy that Drivers whose driving is covered as stated in the Certificate of Insurance/ Schedule, must observe the rules of the road at all times, must drive within any applicable speed limits and must not drive the Insured Vehicle whilst under the influence of alcohol or drugs.

### **3) Maintenance of the Insured Vehicle**

It is a condition precedent of this Policy that the Insured must maintain the Insured Vehicle in a roadworthy condition and, if applicable, it must have a valid NCT/DOE or equivalent certificate in force at all times.

### **4) Security of Insured Vehicle**

It is a condition precedent of this Policy that the Insured must take all reasonable steps to avoid loss of or damage to the Insured Vehicle, including taking proper care of the keys to prevent them from being lost or stolen. When the Insured Vehicle is unattended, even if it is still within sight, the keys must not be left in the ignition, it must be fully locked and secured with all windows and sun roofs closed, personal belongings must not be left in view and all alarms, immobilisers and tracking devices must be armed and fully operational. The Insured Vehicle must be removed as quickly as possible to a secure place if it breaks down or after it has been involved in an accident if it is safe to do so.

## **5) Cancellation of the Policy**

This Policy may be cancelled:

### **By the Insurer**

We may cancel this Policy by giving fourteen (14 days) written notice to You at Your last known address and to Your insurance broker. We will only do this for a valid reason, which we will provide, for example:

- Failure to pay the premium; or
- Non-cooperation or failure to supply information or documentation upon request; or
- A change in risk occurring such that We are no longer able to provide You with insurance cover.

We will not impose any financial charge on You where the contract of insurance is cancelled by Us.

If this Policy is cancelled by Us then, provided You have not made a claim, We will refund the premium You have paid to Us, to You via your insurance broker less the amount of premium, which relates to the time period for which You have been covered under this Policy.

### **By the Insured**

#### **a) Cooling-Off Period**

The Insured may cancel this insurance within the Cooling-Off Period, which is fourteen (14) days from the commencement of the Period of Insurance specified in the Policy Schedule or within fourteen (14) days of receipt by the Insurer or their agent of the Certificate of Insurance and Insurance Disc.

Provided no incident(s) giving rise to a claim occurred during the Cooling-Off Period, the premium You have paid to the Insurer in full via Your broker will be returned and no administration charge will be levied or deducted by Us.

#### **b) Outside of Cooling Off Period**

The Policy may be cancelled by the Insured, but such instruction will only be effective from the date of receipt by Us or our agent of the cancellation request in writing and the Certificate of Insurance and Insurance Disc.

We will return to You a proportionate part of the premium paid in respect of the unexpired term of the Policy subject to the following:

No refund will be allowed if any incident giving rise to a claim occurred during the Period of Insurance.

It is a condition of cover under this policy that the premium has been paid. No refund will be allowed if the premium for the Period of Insurance has not been paid to Us.

Any cancellation by either the Insurer or the Insured shall be without prejudice to any rights or claims arising prior to the expiration of such notice of cancellation.

## **6) Other Insurance**

If at the time of any claim there is any other insurance covering the same risk, or any part thereof, the Insurer will not be liable for more than its rateable proportion.

## **7) Alteration to Risk**

The Insured must immediately inform the Insurer (via its agent, Catalpa Underwriting Limited) about any of the following changes which occur during the Policy Period of Insurance:

- change of the Insured Vehicle or any other vehicle you buy or take ownership of;
- convictions, prosecutions or any penalty points which apply to the Insured or any other insured driver of the Insured Vehicle;
- change in a driver's health, address, or occupation;
- modifications or alterations to the Insured Vehicle including, but not limited to, air induction kits and filters, lower suspension, change to the exhaust, engine maintenance computers or adding of body parts;
- change in use or in the main user of the Insured Vehicle; or
- any changes to:
  - the information provided in any Proposal Form or otherwise in response to specific questions asked by the Insurer (via its agent, Catalpa Underwriting Limited); and/or
  - the information provided and recorded in any Statement of Fact issued to the Insured; and/or
  - the declarations made by or on behalf of the Insured; and/or
  - any additional information voluntarily provided.

When you notify the Insurer (via its agent, Catalpa Underwriting Limited) about a change, or if the Insurer otherwise becomes aware of any such change, as referenced above, the Insurer may reassess the premium chargeable and Policy cover more generally. The Insurer may refuse a claim made by the Insured and/or an Insured Person (as the case may be) where there has been a change in the subject matter of the Policy, which results in a new risk which the insurer did not agree to cover, and which was beyond the reasonable contemplation of the Insurer and the Insured when the Policy was entered into. Failure to disclose any such change may result in difficulty obtaining insurance in the future.

## **8) Arbitration**

All disagreements arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed by the parties or, failing agreement, by the President for the time being of the Law Society of Ireland. Where any difference is referred to arbitration, the making of an award shall be a condition to any right of action against the Insurer. Claims not referred to arbitration within 12 months of the dispute arising shall be deemed to have been abandoned.

## **9) Fraud**

If the Insured or any person acting on behalf of the Insured makes any claim, knowing any part of it to be false, fraudulent or exaggerated, the Insurer will not pay the claim and will cancel the Policy. In such circumstances, We are under no obligation to return any premium paid under the Contract. In addition, We may also involve the relevant authorities with a view towards initiating criminal proceedings.

## **10) Road Traffic Act Obligations**

With the exception of any amounts paid under Section 1 of this Policy, the Insured must repay to the Insurer any sum paid under this Policy which the Insurer is obliged to pay to a Third Party solely by reason of the provisions of the Road Traffic Acts, but for which provisions the Insurer would otherwise have been entitled to rely on the terms, conditions and exclusions of this Policy to avoid payment of such sum.

## **11) Right of Recovery**

The insurer reserves the right to recover from the Insured all sums paid by the Insurer because of the requirements of any law if the Insurers would not have been liable for those payments according to the terms and conditions of this Policy.

## **12) Misrepresentation**

a) Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by You involves a negligent misrepresentation, the remedy available to Us shall reflect what We would have done had We been aware of the full facts and shall be based on a compensatory and proportionate test, as follows:

- i) if We would not have entered into the Policy on any terms, We may avoid the Policy from inception or renewal (as the case may be) and refuse all claims, but shall return the premium paid;
  - ii) if We would have entered into the Policy, but on different terms (excluding terms relating to the premium), the Policy is to be treated as if it had been entered into on those different terms, if We so require;
  - iii) if We would have entered into the Policy, but would have charged a higher premium, We may reduce proportionately the amount paid on a claim;
- b) Where a claim is made under the Policy and where an answer by You involves a fraudulent misrepresentation or where any conduct by You involves fraud or any other kind, We shall be entitled to avoid the Policy.
- c) Where misrepresentation occurs but no claims are outstanding under the Policy, We may:
- i) give notice to You that in the event of a claim We will exercise the remedies in paragraphs i) to iii) above or ii) terminate the contract.

## **13) Continuing Restrictive Conditions**

a) Anything in the Policy that imposes a continuing restrictive condition during the term of the Policy shall be treated as a suspensive condition. This means that if any such condition is breached, Our liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it can be) and We may decline to pay a claim for any loss which occurs, or which is attributable to something which happened, during that period.

b) Paragraph (a) does not suspend Our liability for any loss where the risk of that loss was not increased by the breach.

Breach of terms not relevant to the actual loss

a) This applies to any term in the Policy that is intended to reduce the risk of a particular type of loss or reduce the risk of loss occurring at a particular time or in a particular location.

b) A breach of such a term shall only suspend Our liability in respect of that particular type of loss or loss occurring at a particular time or in a particular location, as the case may be, and shall not provide us with a defence to a claim if the breach was remedied by the time the loss or event giving rise to the loss occurred.

#### **14) 5 years premium and 5 years claims information document**

Under the Consumer Insurance Contracts Act 2019, as part of the renewal process, an Insurer must provide the Insured with a list of any claims against the policy over the previous five (5) years (or less, where the Policy has not been in force for five (5) years).

As part of the renewal process, details of Your previous 5 years' premium will be provided (or less, where the Policy has not been in force for five (5) years), or an annualised version of the premium if changes were made to the policy within any year)



## General Exclusions

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

Except in so far as is necessary to meet the requirements of the Road Traffic Acts and in which event a right of recovery against the Insured is reserved to the Insurer in respect of any sums paid solely by reason of that necessity, this Contract of Motor Insurance excludes any accident, injury, loss, or damage caused by or arising from or in connection with the following:

### 1) Use

Any use of the Insured Vehicle for a purpose other than that permitted and described in the paragraph entitled 'Limitations as to Use' in the Schedule.

### 2) Driving

Any driving of the Insured Vehicle by a person other than a person whose driving is permitted and described in the paragraph entitled 'Drivers or Classes of Drivers whose Driving is Covered' in the Certificate of Insurance/ Schedule.

### 3) Driving Licence

Any driving of the Insured Vehicle by a person other than a person who holds a valid driving licence for the category of Insured Vehicle(s) or, having held such licence in the past, is not disqualified from holding such a licence. Also, any driving of the Insured Vehicle by a person other than a person who holds a valid driving licence for the category of Insured Vehicle(s) and fully observes all the terms and conditions of using that driving licence at all times.

### 4) Roadworthiness

Any use of the Insured Vehicle if it is in an unsafe or un-roadworthy condition or, if applicable, it does not have a valid and current NCT/DOE certificate.

### 5) Airside

Any use of the Insured Vehicle on restricted areas or on the airside of airports, airfields or military bases.

The Insured Vehicle is in (or on) that part of the aerodrome, airfield, or military base, which is provided for:

- i. the take-off or landing of aircraft and for the movement of aircraft on the ground;
- Or
- ii. aircraft parking (aprons), including associated service roads, refuelling area and ground equipment parking areas.

### 6) Contractual Liability

Any liability assumed under the terms of a contract or agreement unless such liability would have attached in any event in the absence of such a contract or agreement.

**7) Motor Trade**

Any use of the Insured Vehicle in connection with the Motor Trade, unless such use is permitted and described in the paragraph entitled 'Limitations as to Use' in the Certificate of Insurance.

**8) Tool of Trade**

Any use of the Insured Vehicle as a tool of trade.

**9) Racing**

Use of the Insured Vehicle in any racing activity, competition, contest, rally, speed trial, off-road activity or on any form of racetrack.

**10) War & Civil Commotion**

Any accident, injury, loss, or damage caused directly or indirectly by:

- a. War, invasion, acts of foreign enemies' hostilities, or warlike operations (whether war declared or not) civil war, mutiny, civil commotion, assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or martial law, except so far as is necessary to meet the requirements of the Road Traffic Acts
- b. Civil commotion in Northern Ireland
- c. Confiscation or nationalisation or requisition or destruction of property by or any order of any government or public or local authority
- d. Any act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatsoever nature and by whatever means made or claimed to be made in whole or in part for political religious ideological or similar purposes or any action taken in controlling, preventing, suppressing, or in any way relating to any of the above.
- e. If the Insurer's allege that by reason of this exclusion any loss damage costs or expense of whatsoever nature is not covered by this insurance, the burden of proving the contrary shall be upon the Insured.

**11) Earthquake**

Earthquake, volcano, or subterranean fire.

**12) Radioactive Contamination**

for any legal liability directly or indirectly caused by or contributed to, by or arising from:

- a) Ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive, or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

**13) Aircraft**

Pressure waves caused by aircraft and other flying objects by articles dropping from them.

**14) Hazardous Goods**

Carriage by the Insured Vehicle of Hazardous Goods unless specifically agreed in writing with the Insurer.

**15) Geographical Limits**

Any use of the Insured Vehicle outside the Geographical Limits, or in respect of legal proceedings brought against the Insured in jurisdictions outside the Geographical Limits, except as otherwise agreed in writing by the Insurer and provided for under Section 6 Foreign Travel, if applicable.

**16) Pollution and Contamination**

Pollution or contamination as a result of any load seeping from or spilling from the Insured Vehicle.

**17) Terrorism**

The Insurer shall not be liable for any loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion an act of Terrorism means an act, (whether involving violence or the use of force or not), or the threat or the preparation thereof, of any person or group(s) of persons, (whether acting alone or on behalf of or in connection with any organisation(s) or government(s)) which;

is designed to or does intimidate or influence a de jure or de facto government or the public or a section of the public or disrupt any segment of the economy and from its nature or context is done in connection with political, social, religious, ideological, or similar causes or objectives.

This exclusion also excludes loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any act of terrorism.

If the Insurer alleges that by reason of this exclusion any loss damage cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

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.

**18) Intoxication**

Any use of the Insured Vehicle while the driver is under the influence of drink or drugs.

**19) Biological/Chemical Contamination Exclusion**

Any loss directly or indirectly caused by or contributed to, by or arising from biological/chemical contamination.

**20) Cyber Loss**

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, this Policy excludes any Cyber Loss regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Any loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data shall not be recoverable hereunder, nor be considered as physical loss or damage for the purposes of this exclusion clause or any other part of this Policy.

Any amounts recoverable from any other form of insurance, whether specific, general or which may overlap including deductibles, aggregate deductibles or self-insured retention which protects the Insured in respect of any Cyber Loss (hereinafter "Other Recoveries") shall inure to the benefit of the Insurer in all cases and this Policy shall not respond until all Other Recoveries are exhausted. The liability of Insurer in respect of loss or losses covered hereunder shall not be increased by any reason of the inability of the Insured to collect any amounts from Other Recoveries.

If the Insurer alleges that by reason of this exclusion any Cyber Loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

**21) Legionella**

In respect of Bodily Injury loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with Legionella

**22) Sexual conduct**

For any liability arising directly or indirectly out of or in connection with any actual or attempted conduct of a sexual nature.

**23) The carrying of passengers for hire and reward**

**24) Motor Coaches and minibuses, being vehicles with more than eight passenger seats.**

**25) Loss or damage to, or liability for, goods conveyed in connection with any trade or business by any vehicle.**

**26) the ownership, operation, maintenance, or use of any vehicle the principal use of which is:**

- a) the transportation of high explosives such as nitro-glycerine, dynamite, or any other similar explosive.
- b) the bulk transportation of liquified petroleum or gasoline (use of a tank truck for the transportation of fuel for the original Insured's own use is not excluded)
- c) the transportation of chemicals or gases in liquid, compressed or gaseous forms

d) self-drive hire

- 27)** Contractors' plant and equipment not on a public highway.
- 28)** Motor Personal Accident coverage
- 29)** Airport Service Vehicles.
- 30)** Vehicles running on rails or cables.
- 31)** Vehicles specifically designed or adapted for military and/or law enforcement use
- 32)** Waterborne vessels, aircraft, hovercraft, or any other vehicle not designed to run on terra firma unless amphibious and licenced to go on highways (but not including any waterborne exposure).
- 33)** Emergency service vehicles.
- 34)** Toxic Mould Exclusion
- Any accident, injury, loss, or damage:
- a. arising out of, resulting from, caused by, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens, or
  - b. any costs or expenses associated, in any way with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mould spore(s) or allergens, or
  - c. any obligation or duty to defend any actions on account of bodily injury, damage, personal or advertising injury, or medical payments arising out of, resulting from, or in any way related to any fungus of any kind whatsoever, including, but not limited to mildew, mould, spore(s) or allergens, irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring.
- For the purpose of this exclusion "bodily injury" shall include mental anguish, mental injury and/or emotional distress.
- 35)** the clean-up costs resulting from the accidental discharge of any concrete or like substance from the Insured Vehicle following an accident above the amount of €2,500 any one accident.

## Claims Conditions

### IMPORTANT INFORMATION

#### Consumer Insurance Contracts Act 2019

Claims are dealt with in accordance with the Central Bank of Ireland Consumer Protection Code 2012. Where the relatively recently introduced Consumer Insurance Contracts Act 2019 applies to You and Your Policy, the following shall also apply:

- We have a duty to handle claims promptly and fairly, notify You of a third-party claim as soon as possible and inform You when a claim is settled or closed. We will continue to process claims quickly and fairly and to keep You informed throughout the process.
- The Act reminds You of Your duty to report claims within a reasonable time and requires You to respond to reasonable requests for information in an honest and reasonably careful manner.
- Where it is not possible to quantify the total value of the claim within a reasonable time, but where part of the total value has been quantified, that part of the claim will be paid to You within a reasonable time.
- We will also disclose any information of which We become aware that supports or prejudices the validity of Your claim and likewise there is a duty on You to disclose such information to Us.
- In the event of a claim, any Policy conditions under which We are not obliged to pay the full amount of the claim will be advised to You unless and until repair, replacement or re-instatement works have been completed and any required documentation has been provided to Us. Where such conditions apply, the amount of the “claim settlement amount” as defined by the Act, that will be deferred are: a) 5% of the claim settlement amount in a case where the claim settlement amount is less than €40,000 or b) 10% in a case where the claim settlement amount is €40,000 or more.
- Where a claim contains information that is false or misleading and You (the Insured) know, or You consciously disregard whether it is false or misleading, We may refuse to pay the claim and We may cancel the contract of insurance.

The Act also allows third parties to make a claim directly against Your insurance Policy where -

a) the person insured under a contract of insurance has died, cannot be found or is insolvent and

b) where the person insured under a contract of insurance lacks capacity or fails or refuses to communicate with the third-party who suffered injury or loss.

## **1. Notification**

It is a condition of this Policy that the Insured must immediately report any accident, injury, loss, damage or potential claim to their Insurer on the following number, but in any event not later than forty-eight (48) hours after the event, whether the Insured considers that a claim is likely to result or not:

Tel : 091 353411

## **2. Admissions**

The Insured must not make any admission of liability or attempt to negotiate a settlement in respect of any accident, injury, loss, or damage, whether at the scene of an accident or at any subsequent stage, without the express approval of the Insurer.

## **3. Correspondence**

The Insured must advise the Insurer and forward unanswered any letter, e-mail, correspondence, writ, summons or other notification of impending legal action immediately on receipt.

## **4. Accident Report Form**

The Insured must complete an Accident Report Form and forward it to the Insurer within seven (7) days of the accident, injury, loss, or damage.

## **5. Criminal Proceedings**

The Insured must, as soon as notification is received, advise the Insurer of details of any impending criminal prosecution, coroner's inquest or fatal accident inquiry.

## **6. Co-Operation**

The Insured has a duty to cooperate with the Insurer in the investigation of a claim including responding to requests for information in an honest and reasonable manner.

The Insured must not do anything to harm the Insurer's interests and must assist the Insurer, or anyone acting on the Insurer's behalf, in every way reasonably possible in relation to any claim under this Contract of Insurance, including providing all necessary documents and attending court to give evidence.

## **7. Fraudulent Claims**

If You, or anyone acting for You, makes a claim which is fraudulent and/or intentionally exaggerated and/or where We have Been given any documents which are false or stolen, We may have the right to:

- a) refuse to pay the claim.
- b) terminate the Policy by written notice in which case cover under the Policy shall be treated as having terminated with effect from the date on which the Fraudulent Claim was submitted, without return of any premium.

Should We terminate the Policy We shall refuse all liability to You for any claim made after the submission of the Fraudulent Claim, but We cannot refuse any valid claim made before submission of the Fraudulent Claim.

## **8. Rights of the Insurer**

The Insurer may take over and conduct in the name of the Insured, or any other person seeking indemnity under the Contract of Insurance, legal proceedings to defend or settle any claim, or to prosecute in the name of the Insured, or any other such indemnified person, any claim for the Insurer's own benefit. .

While the Insurer has the right to make the final determination in relation to coverage or handling of the whole or part of any claim, the Insurer will engage with the Insured during its investigation of the claim and give the Insured the opportunity to submit to the Insurer any relevant evidence which could inform the Insurer's determination as regards the claim. However, the Insurer shall have full power to settle any claim or part thereof and in the event of any dispute between the Insurer and the Insured Person such settlement shall have the effect for all purposes as if it were made with the concurrence of the Insured Person notwithstanding that such settlement may be made without admission of liability.

## **9. Subrogation**

If We become liable for any payment for a loss arising under this Policy, We shall be subrogated, to the extent of such payment, to all of Your rights and remedies against any party for such loss and We shall be entitled, at Our own expense, to sue in Your name. You shall give Us all such assistance in Your power as We may reasonably require to secure Our rights and remedies either before or after any payment under this Policy.

This refers and applies to any right We have to be subrogated to Your rights against some other person but You have not exercised those rights and might reasonably be expected not to exercise those rights because:

I. You and the other person are members of the same family (to be construed in accordance with the Employment Equality Act 1998) or are cohabitants (to be construed in accordance with the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010); or

II. You expressly or impliedly consented to the use, by the other person, of the Insured Vehicle insured under Your Policy:

a) Where the other person is not insured in respect of their liability to You, We do not have the right to be subrogated to Your rights against that other person.

b) Where the other person is so insured, We may not recover from the other person an amount greater than the amount that they may recover under their insurance Policy.

c) This does not apply where the conduct of the other person that gave rise to the loss was serious or wilful misconduct.

d) If You are an employer, we will not exercise Our right of subrogation against an employee except where a loss was caused by an employee intentionally or recklessly and with knowledge that the loss would probably result.



## **10. Motor Insurers Bureau Obligations**

If the Insurer has to meet any legal liabilities as insurer concerned under the Motor Insurers Bureau of Ireland agreements, or under any similar agreements operating in any country to which the cover under this Contract of Insurance may apply, the Insurer has a right of recovery against the Insured or against any other person responsible for creating such a legal liability in breach of the terms of the Contract of Insurance.

## **11. Road Traffic Acts Obligations**

With the exception of any amounts paid under Section 1 of this Policy, the Insured must repay to the Insurer any sum paid under this Policy which the Insurer is obliged to pay to a Third Party solely by reason of the provisions of the Road Traffic Acts, but for which provisions the Insurer would otherwise have been entitled to rely on the terms, conditions and exclusion of this Policy to avoid payment of such sum.

## **12. Financial Interest**

If the Insured Vehicle is part of a hire purchase or leasing agreement, or belongs to someone else, the Insurer will settle the claim to the legal owner in the event of a total loss.