

Small Public Service Vehicle (SPSV) - Taxi / Hackney 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



This policy is underwritten by:

Wakam,
120-122 rue Réaumur,
75083 Paris,
Cedex 02,
France
Website : 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

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Contract of Insurance

Your Policy and Schedule

This is Your Small Public Services Vehicle (SPSV) 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 Small Public Services Vehicle (SPSV) 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 communications 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

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,
3rd Floor,
Lincoln House,
Dublin 2.
Tel No: 01 567 7000, e-mail: info@fspo.ie

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, DO1 E7E8 Tel: +353 1 676 9944

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>

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 (referred to in this notice as the "Insurer", "we", "our" and "us") has issued to policyholders of its Small Public Service Vehicle 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 each of our respective group companies and/or by insurance brokers or third-party providers of services [(including , ALLGLASS

the repairer)^{1]} 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 of 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, and 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:

Categories of Data	The Purpose of our Processing	Legal Basis for our processing, where more than one legal basis applies, we have listed that
Your name, address, email, other contact details, Your Wakam Policy number(s), claims history (if any) and renewal dates of the Policy, details of Your vehicle. CATALPA also collects Your payment card details	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; Analysing Your particular insurance needs;	Legitimate interest in managing our business as we wish to operate our business in a manner which appropriately manages risks and relationships; For the performance of a contract under which we provide insurance to You; and

	<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>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 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 or a claim when You apply for insurance; or if there is an accident or a claim.</p>	<p>To allow Us to perform and manage the Policy under normal conditions; and/or</p> <p>Legitimate interest in managing our business as we wish to operate our business in a manner which appropriately manages risks and relationships.</p>

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 and 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 its 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

Signed :



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, 6,7, and 8 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 Schedule 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) SPSV (Small Public Service Vehicle - Taxi/Hackney)

Any SPSV Motor vehicle manufactured for the carriage of up to eight (8) passengers and up to a gross vehicle weight of 3,500kg, details of which have been provided to the Insurer by the Insured, as described in the Certificate of Insurance.

4) 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, Certificate of Insurance, and Insurance disc.

5) Endorsement

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

6) Excess

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

7) Geographical Limits

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

8) Insured Vehicle

The vehicle as identified in the policy schedule and the Certificate of Insurance, the use of which is insured under the Contract of Motor Insurance.

9) 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).

10) Insurer/We/Us/Our

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

Website: www.wakam.com

11) 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.

12) 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.

13) Policy Document

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

14) Proposal form/Statement of Fact

The form(s) 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 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.

15) 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

16) Hazardous Goods

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

17) 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.

18) Breakdown

The Mechanical breakdown, breakage or failure of any part that is essential for the Insured Vehicle to move.

19) Immobilised

An Insured Vehicle which cannot be driven or is regarded as unsafe or unfit to be used under the Road Traffic Act, as a result of a breakdown.

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) Approved Repairer

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

26) Fire Brigade Charges

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

- 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
-

27) 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.

28) 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.

29) 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.

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.

The maximum amount We will pay in respect of third party property damage, including related legal costs and expenses, is €30,000,000.

2. 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 with the Insured's permission and provided their driving is covered as described in the 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.

3. Legal Representation

In respect of any person entitled to an indemnity under the Contract of Motor 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

4. 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 under this section

2. Property Damage Limit

Any legal liability for damage to third party property exceeding €30,000,000 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

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 seating 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 and not 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 beyond economic repair to 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 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 or Household Members and Employees

Any loss or damage caused by:

- Theft or attempted theft of Your vehicle by a member of Your family or household, an employee, or a work colleague, unless You notify An Garda Siochana or local police of the theft (or attempted theft) and provided You have done so;
- Any other means by a member of Your family or household, if the family or household member causing the damage has insurance that covers their liability to You for the loss or damage.

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.

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 €250 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.

Section 3 – Accidental Damage Cover (excluding Fire and Theft)

What is Covered

Loss of or damage to the Insured Vehicle and its standard accessories including permanently fitted radios, meters, roof signs, receipt printer, livery and GPS equipment caused by any accidental event involving impact to the vehicle and which damage unless otherwise excluded under Section 3 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:

- 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 20 inclusive as listed in Section 2, Fire & Theft, under 'Exclusions - What is not Covered', with the exception of No.10 'Malicious Damage'.

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, defective fuel, or fuel additive.

5. Towing

Any amount in exceeding €250 for towing as a result of an accident.

Section 4 – Windscreen and Windows

What is Covered

Subject to the limits below, the Insurer will pay the cost 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: -

Small Public Services Vehicle

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

€250 in any one Period of Insurance if the repair or replacement is not carried out by the Insurer’s Approved Repairers (Allglass Windscreens Nationwide Ltd).

The Insurer operates an approved repairer windscreen replacement / Repair network through Our Approved Provider Allglass Windscreens Nationwide Ltd.

All claims must be verified before any repair or replacement work is undertaken. If You wish to make a claim, please notify on the following numbers:

24-hour helpline

01 4090900

Outside the Republic of Ireland:

00 353 1 4090900

It is a condition precedent to cover that all claims must be verified **prior** to any repair or replacement work being undertaken, whether carried out by 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

- 1) More than €500 in respect of any one claim for accidental breakage of the windscreen or of the windows of the SPSV Insured Vehicle (and any scratching of the bodywork).
- 2) Any more than two claims under this section during the Period of Insurance.
- 3) 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.
- 4) Damage to mechanical or electrical winding mechanism.
- 5) Damaged or broken glass to vehicles that are covered on a temporary basis under this policy.
- 6) Damage caused by wear, tear, or negligence.

- 7) Damage caused by the Insured's own deliberate act.
- 8) The extra cost of replacing non-standard glass, glass that is not in accordance with the manufacturer's specification of the insured vehicle.
- 9) The cost of importing glass or parts for the Insured Vehicle from outside the EU.
- 10) Glass or Perspex that is an integral part of a removable canopy or hood is excluded.
- 11) Any amount over the value of the broken glass.
- 12) Any more than the market value of the car.
- 13) Claims notified for breakage or repair more than 90 days after the date of loss.
- 14) VAT if You are registered.

Section 5 – Fire Brigade Charges

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 €1,500 in respect of any single event. We will not apply a policy excess and your No Claims Discount will not be affected if you claim under this section.

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 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 according to the table shown below.

No discount will apply to any premiums for any optional extra cover. The Insurer will give You this discount for each claim-free year up to the maximum entitlement.

Number of years claim-free driving	Percentage discount allowed
0	0
1	5%
2	15%
3	25%
4	40%
5+ years	50%

If a claim arises during any period of insurance, the Insurer will reduce Your No Claims Discount as follows:

No-claims bonus	Reduced to:
One year	0 years
Two years	0 years
Three years	1 years
Four years	2 years
Five years	3 years

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

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 vehicle at a time.

Fully protected No Claims Bonus

- This option can be availed of at either inception or on renewal of the policy (subject to no claims having been notified).
- A protected No Claims Bonus is available and if this cover is in place it will be noted on Your Schedule.
- If this cover is operating, the existing No Claims Bonus entitlement will not be reduced in the event of there being:-

- Two (2) claims (excluding windscreen claims) under the policy in any consecutive three (3) year period.
- In the event of a 3rd claim (excluding windscreen claims) arising under the policy, the No Claims Bonus will be reduced as per the table below.

No Claims Discount years at the time of a claim	Step-Back No Claims Discount years allowed at the next renewal
5 years or more	3 years
4 years	2 years
3 years	1 year
2 years	Nil

Although a No Claims Bonus can be protected, the premium may increase for:

- unreasonably large or excessive claims;
- motoring convictions: or
- the Insurer decides it is necessary for any other reason such as Mid-Term Adjustment or other reasons which, impact the underwriting criteria for the policy

Any payment the Insurer makes for Fire, Theft or windscreen claims will not affect any No Claims Bonus that applies.

Section 8 – Medical Expenses

If You have this cover, We will pay medical expenses up to the amount shown in Your schedule in respect of each person injured if Your car is involved in an accident provided there is no cover in force under another policy. The cost of providing this cover will not exceed €250 in total during any one period of insurance.

Section 9 – Replacement Locks and Keys

What is covered under this section

If the keys of Your vehicle are lost or stolen, We will pay up to the amount shown in Your schedule:

- to replace the keys, and
- if the key could be in the possession of a person who knows where You keep Your vehicle, to replace or re-code locks and alarms

Exclusions - What is not covered under this section

We will not pay:

- If the keys are stolen by deception or fraud or taken by a member or You family, household, or employee;
- If the keys are recovered before the lock or alarms are replaced or re-coded;

- If You do not report the loss or theft immediately to An Garda Siochana or local police or cannot prove to Us that You have done so, or
- To replace locks or alarms, unless Your key or transmitter could be in the possession of a person who knows where You keep Your vehicle.

The cost of providing this cover will not exceed €500 in total during any one period of insurance.

Section 10 - Breakdown Assistance

The cover for this section is being provided by MAPFRE ASSISTANCE Agency Ireland. Our Roadside Assistance is a 24-hour emergency and breakdown recovery service in the Island of Ireland.

Definitions relating to Small Public Service Vehicle (SPSV) - Taxi / Hackney Breakdown Assistance –

Insured Vehicle Any commercial vehicle which can be legally driven on a standard category B license and does not exceed 3,500 kg gross vehicle weight and which is 10 years and under at the time of taking this policy, which is currently insured in the Republic of Ireland by Catalpa Underwriting Limited and which is driven within the terms of the current Certificate of Motor Insurance relating to such vehicle.

Insured Any driver who is driving the Insured Vehicle specified on the Certificate of Motor Insurance and who is driving with the Insured's knowledge and consent and who is resident in the Republic of Ireland.

Labour We will cover the call-out fee and up to one hour of labour onsite. Repairs carried out at the Recovery Provider's premises are not covered.

Passengers All non-fare paying passengers (excluding hitchhikers) being transported in the Insured Vehicle at the time assistance is required.

Period of Insurance The Period of Insurance is as specified in the Insurance Policy to which this Membership Certificate attaches. Such a period is not to exceed the Period of Insurance specified in the Insurance Certificate.

The Company/ Our / We MAPFRE ASISTENCIA Compania Internacional De Seguros Y Reaseguros S.A. trading as MAPFRE ASSISTANCE Agency Ireland is authorised by Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda in Spain and regulated by the Central Bank of Ireland for conduct of business rules. Company Registration Number 903874. MAPFRE ASSISTANCE Agency Ireland, Ireland Assist, Ireland Assist House, 22-26 Prospect Hill, Galway H91 T3HK.

Territorial limit Island of Ireland.

Section 1 Small Public Service Vehicle (SPSV) - Taxi / Hackney Breakdown Assistance

Benefits

MAPFRE ASSISTANCE Agency Ireland on behalf of Catalpa Underwriting Limited will provide the following benefits:

In the event of the Insured Vehicle being immobilised more than 2km from Your home address, as a result of a mechanical or electrical breakdown, fire, attempted theft, malicious damage, punctures, lost keys, stolen keys, or keys broken in the lock or locked in the Vehicle, MAPFRE ASSISTANCE Agency Ireland will arrange and pay for the benefits set out thereafter.

One hour of free labour at the roadside if the Insured Vehicle can be repaired on-site.

Towing the Vehicle to the nearest garage capable of effecting repairs up to a limit of 30 miles / 50kms from the breakdown site, or to a garage of Your choice, whichever is closer.

If the Insured Vehicle is a battery electric or plug-in hybrid electric model, we will pay the cost of bringing the Insured Vehicle to the nearest garage capable of affecting electric car repairs or the nearest charge point within a 50km radius of Your breakdown location.

Arrangements to complete journey: In the event of a breakdown, MAPFRE ASSISTANCE will undertake, at the request and on behalf of the Insured and passengers, to make the following arrangements at the Insured's own expense:

1. Accommodation
2. Alternative transport

MAPFRE ASSISTANCE Small Public Service Vehicle (SPSV) - Taxi / Hackney Breakdown Assistance is a 24-hour emergency breakdown recovery service. It is there to assist You in Your time of need. The choice of assistance supplied depends on the options available to the rescue provider at the time of the request for assistance.

What to do?

Should You require assistance, please telephone the Small Public Service Vehicle (SPSV) - Taxi / Hackney Breakdown Assistance line:

Republic of Ireland **1800 806 797**
Northern Ireland **00 353 91 560669**

Please have the following information available when You call:

- . Your exact location
- . the registration number of Your vehicle.
- . Your policy number
- . a telephone number where You can be contacted
- . a description of the problem

MAPFRE ASSISTANCE Agency Ireland is responsible only for the cost of providing benefits made available through MAPFRE ASSISTANCE Small Public Service Vehicle (SPSV) - Taxi / Hackney Breakdown Assistance. If You make Your own arrangements, You will not be reimbursed.

CUSTOMER CARE

In the unlikely event of a dispute occurring regarding this Policy You should, in the first instance, write to:

The Customer Service Department, MAPFRE ASSISTANCE Agency Ireland, 22-26 Prospect Hill, Galway H91 T3HK.

Should You remain dissatisfied, You may contact:

**The Financial Services Ombudsman,
3rd Floor, Lincoln House, Lincoln Place,
Dublin 2 D02 VH29**

Phone: +353 1 567 7000

Email: info@fspo.ie.

Web: www.fspo.ie

This procedure is in addition to any other legal rights You may have to take legal proceedings.

Any telephone calls made in connection with this Policy may be monitored or recorded to assist with staff training and for quality control purposes.

Conditions

1. We will not pay for any expense or assistance that has not been authorised through the Emergency Helpline.
2. In the event of attempted theft of the Insured Vehicle, the attempted theft must be reported to a police station before any benefits can apply.
3. The Policy Number must be quoted when calling for assistance.
4. In the event of cancellation of the Policy by the Insured, no return of premium shall be allowed in respect of the Assistance portion of the premium, other than that allowed under the 14-working day cooling-off period.
5. Territorial limit of cover is the Island of Ireland.
6. Vehicles eligible for assistance will be restricted to vehicles specified on the Motor Insurance Policy, issued with this Policy.
7. To be eligible for assistance, the Insured shall hold a current Motor Insurance Policy.

8. The Insured must be with the vehicle when the repairer arrives. If the insured is not with the vehicle and our repairer cannot assist, any subsequent assistance will be at the insured's own cost.
9. Cover is not applicable if Your vehicle has been modified for or is taking part in racing, trials, rallying or criminal conduct.
10. Your vehicle must, at all times, be maintained in a good mechanical and roadworthy condition and be regularly serviced.
11. If we have to make a forced entry to the Insured Vehicle because You are locked out, You must sign a declaration saying that You will be responsible for the damage.
12. Vehicles eligible for assistance will be restricted to Commercial Vehicles up to 3,500 kg gross vehicle weight and are 10 years and under at the time of taking out this policy.
13. It will be the responsibility of the Insured to arrange and pay for alternative transport for any livestock, animals or pets carried within the Insured Vehicle, if the vehicle has to be towed.
14. If You cancel an assistance, You are not eligible for another call out for that assistance.
15. We will not provide cover for any more than 3 breakdowns during the period of insurance.

Exceptions

The Company will not pay:

1. For breakdown assistance requests if the driver appears to be under the influence of drugs or alcohol at the time of the assistance.
2. For breakdown assistance requests if the Insured Vehicle is inaccessible or in an off-road location or cannot be transported safely or legally without hindrance using a standard transporter/equipment.
3. For recurring breakdown assistance requests due to the same cause where a permanent professional repair has not been undertaken to correct the fault.
4. For any consequential loss arising from using the assistance services.
5. For expenses which are recoverable from any other source.
6. For any breakdown assistance request arising where the Insured Vehicle is carrying more passengers or towing a greater weight than that for which it was designed as stated in the manufacturer's specifications or arising directly out of the unreasonable driving of the Vehicle on unsuitable terrain.
7. For any accident or breakdown assistance request brought about by an avoidable or wilful or deliberate act committed by the Insured.
8. For the cost of repairing the Insured Vehicle other than outlined in the benefit, 'Labour' above.
9. For the cost of any parts, tyres, keys, lubricants, fluids, or fuel required to restore the Insured Vehicle's mobility.
10. For any breakdown assistance request caused by fuels, mineral essences or other flammable materials, explosives or toxins transported in the Insured Vehicle.
11. For breakdown assistance requests as a result of running out of fuel or using incorrect fuel.
12. For any winching costs or specialist equipment (any vehicle or equipment used other than a standard recovery vehicle which is required to move a vehicle which has left the road or is overturned or without wheels, would be considered specialist equipment). Once the Vehicle has been recovered to a suitable location, normal service will be provided.
13. For breakdown assistance requests arising from loss or damage to contents of Your Vehicle.
14. For recovering an Insured Vehicle carrying commercial loads. It is the responsibility of the driver to arrange for alternative transport for the commercial load in the event that the Insured Vehicle has to be towed.
15. For any breach of this section of the policy or failure on our part to perform any obligation as a result of acts of God, government control, restrictions or prohibitions, or any other act or omission of any public authority (including government) whether local, national or international, or the default of any supplier, agent or other person or of labour

disputes or difficulties (whether or not within the company) or any other cause whatsoever where such cause is beyond our reasonable control.

Data Protection

We will need to obtain personal information from You to provide You with the Policy of Insurance. This means any information obtained from You in connection with this Policy provided to You by us (or our subsidiaries) must be collected lawfully and in accordance with Data Protection Legislation.

We use Your personal data in the following ways:

- to provide You with policy cover, including underwriting and claims handling. This may include disclosing information to other Insurers, regulatory authorities, or to our agents who provide services on Your behalf under the policy;
- to confirm, maintain, update, and improve our customer records;
- to identify and market products and services that may be of interest to You, (subject to Your prior consent);
- to analyse and develop our relationship with You;
- to help in processing any applications You may make;
- to carry out studies of statistics and claim rates;
- for the analysis and the prevention of fraud;
- for the analysis and the prevention of payment defaults;
- for statistical studies by us and/or any sectorial organisation in Europe.

Where You have given Your consent, we may share some of Your personal information with our partner companies or companies within our group so that they can provide You with information about other products, services and promotions that may be of interest to You by letter, telephone, SMS, or e-mail. We will only disclose Your personal information to third parties if:

- it is necessary for the performance of Your policy of insurance with us;
- You have given Your consent, including marketing consent; or
- such disclosure is required or permitted by law.

You can change Your mind about Your marketing consent at any time by contacting our Data Protection Officer, Ireland Assist House 22-26 Prospect Hill, Galway, H91 T3HK or email: DPO.IRELAND@mapfre.com

We deal with third parties that we trust to treat our customers' personal information with the same stringent controls that we apply ourselves.

Insurance Act 1936

All monies which become or may become payable by Us to You under this policy will in accordance with Section 93 of the Insurance Act 1936, be payable and paid in the Republic of Ireland.

Stamp Duties Consolidation Act 1999

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.

Signed on behalf of The Company



Craig Senior

General Manager

By Authority of the Board

General Conditions

The following General Conditions apply to the whole of this Contract of Motor 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 Motor Insurance is cancelled. If the Insured does not meet the terms and conditions of this Contract of Motor 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 to cover under this policy that Drivers whose driving is covered as stated in the Certificate of Insurance, 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 to cover under 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 to cover under 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 sunroofs 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 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 14 days from the commencement of the Period of Insurance specified in the Insurance 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:

- 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 precedent 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.

We may not refund any premium You have paid to Us, and We may recover from You any payments that We have made in respect of the fraudulent claim. We may refuse any further claim and recover from You any money We have already paid in respect of such further claims. In such circumstances, the Insurer 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) 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 the 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.

12) 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.

13) 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 5 years (or less, where the policy has not been in force for 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 5 years), or an annualised version of the premium if changes were made to the policy within any year)

14) 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.

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 unroadworthy 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.

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

- a) 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.
- b) 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.
- c) 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.

- d) 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) Motor coaches and minibuses, being vehicles with more than eight passenger seats

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

25) The ownership, operation, maintenance, or use of any vehicle the principal use which is:

- a) The transportation of high explosives, such as nitro-glycerine, dynamite, or any other similar explosive.
- b) The bulk transportation of liquefied petroleum or gasoline (use of a tanker 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.

26) Contractors' plant and equipment not on a public highway.

27) Motor Personal Accident coverage.

27) Motor Personal Accident coverage.

28) Airport Service Vehicles

29) Vehicles running on rails or cables.

30) Vehicles specifically designed or adapted for military and/or law enforcement use

31) Waterborne vessels, aircraft, hovercraft or any other vehicle not designed to run on terra-firma unless amphibious and licensed to go on highways (but not including any waterborne exposure)

32) Emergency service vehicles.

33) 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.

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. Also noteworthy, where the relatively recently introduced Consumer Insurance Contracts Act 2019 applies to You and Your policy, the following will 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 precedent to cover under 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 48 hours after the event, whether the Insured considers that a claim is likely to result or not. Tel : 091 353411 ; Email: claims@catalpa.ie

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 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 a motor 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 exclusions 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.