

# Motor Fleet Policy Wording

## Introduction

This policy is arranged and administered by  
Catalpa Underwriting Ltd.,  
First Floor,  
Howley Square,  
Oranmore,  
Co. Galway.

Tel: (091) 353411  
Email: [www.Catalpa.ie](http://www.Catalpa.ie)



This Policy is underwritten by:

Allianz plc, Allianz House, Elm Park, Merrion Rd.,  
Dublin 4. D04 Y6Y6

Website: [www.allianz.ie](http://www.allianz.ie)  
Contact telephone number: 01 613 3000



Allianz plc is regulated by the Central Bank of Ireland.

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.

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

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## Contract of Insurance

### Your Motor Fleet Policy and Schedule

This is your Motor Fleet 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.

### N.B. Data Protection

***(Our Data Protection policy is provided separately and forms part of this policy document)***

**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 Motor Fleet Insurance Policy

Your contract is made up of the Proposal Form/Statement of Fact, this booklet, the data protection policy document (provided separately with your policy documentation) 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.**

Allianz plc (hereafter called the “Company”) 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 Euro unless specifically stated to the contrary

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

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

The language for contractual terms and communication will be English.

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

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

### **Our Promise to you**

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

## **Complaints**

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

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

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

Catalpa Underwriting Ltd. will:

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

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

If your complaint has not been resolved after forty (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 [info@fspo.ie](mailto:info@fspo.ie) - Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29, Ireland. Tel: +353 1 567 7000

### **Insurance Compensation Fund**

In the unlikely event that Allianz plc cannot meet its obligations, you may be entitled to compensation from the Insurance Compensation Fund. Further information on the Insurance

Compensation Fund is available on the Central Bank of Ireland's website:

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

### **Motor Insurance Bureau of Ireland**

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

5 Harbourmaster Place, IFSC, Dublin 1, D01E7E8

Tel: +3531 676 9944

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

Signed:

A handwritten signature in black ink, appearing to read 'John Ryan', with a long horizontal flourish extending to the right.

John Ryan

For and on behalf of Allianz plc.

## Cover and Use

### Cover

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

Cover	Sections applicable
Comprehensive (ADFT)	Sections 1, 2, 3, 4, 5, 6, and 7 apply
Third Party Fire and Theft (TPFT)	Sections 1, 2, 5, 6, and 7 apply.
Third Party Only (TPO)	Sections 1, 6, and 7 apply.
Road Traffic Act Cover Only (RTA)	Sections 1, 6, and 7 apply. (Euro €1.12 Million LOI TPPD Only)
Laid Up Fire and Theft Only (FTO)	Section 2 and 5 apply.

### Use

The cover provided by this contract of motor fleet 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 fleet 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 Section 6 of the Certificate of Insurance and also subject to any endorsements applicable to the policy. Further, it is your responsibility to ensure that all drivers of your vehicle hold an appropriate valid licence and a Certificate of Professional Competence (CPC) of the class required to drive your vehicle. Failure to do so may invalidate your cover.

## 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

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

### 3) Schedule

The document titled schedule that includes the policyholders name and address, the premium and other operative sections this policy (including endorsement clauses) and is incorporated in this policy and accepted by the policyholder. The policyholders schedule may be reissued from time to time where each successor schedule overrides the earlier document.

### 4) 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.

### 5) Vehicle(s)

Any vehicle(s) (including its accessories) mentioned by description, category or by registration mark in in the schedule and unless otherwise agreed, registered in the Republic of Ireland.

### 6) Private Car

A vehicle (including its accessories) not exceeding eight passengers.

### 7) Certificate of Profession Competence

Driver CPC is a Certificate of Professional Competence for professional bus and truck drivers. Its purpose is to set and maintain high standards of safety and driving among drivers of trucks and buses.

### 8) Licence

A legal permit to drive a vehicle as required by the laws of any territory to which this policy applies and appropriate to the category of the vehicle being driven. Licence includes any related CPC or other concurrent permit of any description necessary to use and drive goods carrying vehicles for hire and reward.

### 9) Trailer

Any articulated, semi-trailer or draw-bar trailer.

**10) Contract of Motor Insurance**

The contract between the Insurer and the Insured which comprises the statement of fact, policy document, data protection policy, Schedule and Certificate of Insurance and insurance disc.

**11) Endorsement**

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

**12) Excess**

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

**13) Geographical Limits**

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

**14) Insured Vehicle**

The vehicle(s) as identified in the policy schedule, certificate of insurance and any endorsements, the use of which is insured under the contract of motor fleet insurance, and for which the accumulation limit is two million Euro (€2,000.000).

**15) 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).

**16) Insurer/We/Us/Our/ Company** means Allianz plc**17) 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.

**18) Period of Insurance**

The duration of the Contract of Motor Insurance, as shown in the policy schedule and in the Certificate of Insurance.

**19) Policy Document**

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

## **20) 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 cover. We have relied on the truth of this information when agreeing to offer you this Contract of Insurance.

## **21) 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

## **22) Hazardous Goods**

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

## **23) Tool of Trade**

The Insured Vehicle and machinery and plant attached to and forming part of the Insured Vehicle in use performing a work operation.

## **24) 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.

## **25) 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.

## **26) 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.

## **27) 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.

### **28) 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.

### **29) Approved Repairer**

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

### **30) 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

### **31) 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.

### **32) Telematics Tracking Device**

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

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

## Section 1 – Third Party Cover

### What is Covered

#### 1. Use of the Insured Vehicle

Subject to the exclusions set out under “Exclusions - What is not Covered,” we will indemnify you in accordance with the terms of this section against legal liability to pay damages, including claimant costs recoverable from you, arising out of the use of your vehicle, or in direct connection with the loading or unloading of your vehicle:

- a) while your vehicle is being used with your consent for any purpose permitted by your certificate of motor insurance; and
- b) with our prior written consent while your vehicle is being driven or used for the carriage of hazardous goods; and
- c) occurring within the Geographical Limits which results in:
  - (i) the death or bodily injury to any person;
  - (ii) damage to any property subject to the following limits applying in respect of any one accident or series of accidents arising out of one originating cause:
    - a. Six million five hundred thousand Euro (€6,500,000) including all costs and expenses) in respect of any commercial vehicle
    - b. Thirty million (Euro (€30,000,000) including all costs and expenses in respect of a private car; or
    - c. One million three hundred thousand Euro (€1,300,000) including all costs and expenses in respect of any commercial vehicle for the carriage of hazardous goods.

Where more than one limit is operative, the lower limit will apply.

#### 2. Trailer cover

##### Attached

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

##### Detached

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

#### 3. Indemnity to others

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

- a. Any person driving the Insured Vehicle with the Insured’s permission and provided their driving is covered as described in the Schedule/Certificate of Insurance
- b. At the request of the insured, the owner of the vehicle, where such vehicle is loaned, leased, or hired to you (other than under a hire purchase agreement);

- c. At the request of the Insured, any passenger being carried within the seating capacity of the Insured Vehicle, in fixed seating securely and permanently fitted for that purpose, while such passenger is either in the vehicle or alighting to or from the Vehicle.
- d. 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
- e. Indemnity to a principal for any legal liability incurred by the Insured when using the Insured Vehicle for contract work on behalf of the principal provided that :-
  - i. The Insured shall have arranged with the principal for the conduct and control of all claims for which the Insurer may be liable to be vested in the Insurer
  - ii. The Insurer shall not be liable in respect of :-
    - 1. Liability which attached to the principal by virtue of an agreement which would not have attached in the absence of such agreement
    - 2. Bodily injury to the principal for any amount for which the Insured would not be liable in the absence of such agreement
    - 3. Damage to property belonging to or held in trust by or in the custody or control of the principal for any sum in excess of the amount required to indemnify the principal
    - 4. Liability which arises other than by reason of the negligence of the Insured or an employee of the Insured

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

In respect of any person entitled to an indemnity under the Contract of Insurance, and with the written consent of the Insurer, the policy is extended to cover the legal costs incurred by that person for the representation at any court of summary jurisdiction, fatal accident enquiry or coroner's inquest arising out of the use of the Insured Vehicle. The policy cover is also extended to cover the cost of defending the Insured or driver of the Insured Vehicle against a charge of manslaughter or death by dangerous driving. The maximum amount payable under this cover is restricted to Euro €1,275.

#### **5. Contingent Liability Cover**

We will indemnify you insofar as necessary to meet the obligations under the Road Traffic Act for your liability arising from the driving of a vehicle not owned or provided by you which is being used in connection with your business by your employees.

If in the event of any accident there is any other existing insurance in force covering the same liability, then we are not liable to make any payment under this contract of motor fleet insurance.

#### **6. Unauthorised Movement of Third-Party Vehicles**

We will indemnify the Insured in accordance with the terms of this Section in respect of the movement without the consent of the owner of any vehicle not the property of the Insured by an employee of the Insured to allow legitimate passage of the Insured Vehicle during the course of the Insured's business.

## **7. Unauthorised Use**

Notwithstanding General Exception 1, We will indemnify the Insured and no other person in the terms of this Section whilst the Insured Vehicle is being driven without the Insured's consent by any employee of the Insured.

## **8. Towing Disabled Vehicles**

We will indemnify the Insured in accordance with the terms of Section 1 whilst the Insured Vehicle is being used for the purpose of towing one mechanically disabled vehicle where such towing is not unlawful and provided that:

- (i) the vehicle is not towed for reward; and
- (ii) we will not be liable in respect of damage to the towed vehicle or injury to persons or damage to property being conveyed in or on such vehicle

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

Except where necessary to meet the requirements of any compulsory motor legislation operating within the Geographical Limits of the policy, in addition to the General exclusions we will not indemnify you for:

### **1. Insured Vehicle**

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

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

Any legal liability for damage to third party property exceeding six million five hundred thousand Euro (€6,500,000) inclusive of all costs and expenses, for commercial vehicles or thirty million Euro (€30,000,000) inclusive of all costs and expenses, for private cars in respect of each accident or loss, including all costs and expenses, subject otherwise to the terms, conditions, exclusions, and endorsements applicable.

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

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

### **4. Driver**

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

### **5. Employees**

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

### **6. Passengers**

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

## **7. Loading or Unloading**

Death, bodily injury or damage to property caused or arising beyond the limits of any carriageway or thoroughfare in connection with the:

- (i) bringing of the load to the vehicle for loading on board;
- (ii) taking away of the load from the vehicle after unloading;

## **8. Tool of Trade (Third Party Working Risk)**

Death, bodily injury, or damage to property, arising directly or indirectly out of the operation of any vehicle or trailer as a tool of trade except where used for self-loading and/or self-unloading operations provided that:

- (i) the vehicle is operating solely for the provision of power of the self-loading machinery, is immobilised and has all safety features properly engaged and there is no other policy in force that covers the same liability; or
- (ii) the trailer is immobilised and has all safety features properly engaged;

## **9. Goods Supplied and Sold**

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

## **10. Pollution and Contamination**

Any loss, damage or liability for death of or bodily injury to any person or damage to property directly or indirectly caused by pollution or contamination unless the pollution or contamination is directly caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance. All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place;

## **11. Towing**

Death, bodily injury, or damage to property where your vehicle is towing more trailers than permitted by law.

## **12. 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 and/or vibration caused by any Insured Vehicle

## Section 2 – Fire and Theft

### What is Covered

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

### Basis of Settlement

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

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

### Exclusions - What is not Covered

#### 1. Accidental Damage

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

#### 2. Wear & Tear

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

#### 3. Loss of Use

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

#### 4. Depreciation

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

**5. Care & Security**

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

**6. Loss by Deception**

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

**7. Family Members and Employees**

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

**8. Tool of Trade**

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

**9. Deliberate Act**

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

**10. Malicious Damage**

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

**11. Additional Damage**

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

**12. Storage**

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

**13. Personal Property & Goods**

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

**14. Audio & Entertainment Equipment**

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

**15. Keys & Devices**

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

**16. VAT**

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

**17. Excess**

The amount of any excess shown in the schedule

**18. Towing Charges**

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

**19. Vehicle Hire**

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

**20. Disqualification or Penalty Points**

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

**21. Accumulation**

Any sums in excess of two million Euro (€2,000,000-) in respect of any one loss or series of losses arising from one event.

However, any accumulation claims are subject to the following :-

- a. A maximum of four vehicles should be parked together in a block/row; and/or
- b. A minimum of five metres parking interval is in place between blocks/rows of parked vehicles.

**Trailers – Fire and Theft**

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

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

Trailer cover will NOT be provided:

- 1) where a trailer is attached to any Vehicle other than the Insured Vehicle
- 2) where the Insured Vehicle is towing a greater number of trailers than is allowed by applicable law within the Geographical Limits
- 3) where the Insured Vehicle is towing a disabled mechanically – propelled Vehicle for hire or reward
- 4) for loss or damage to any disabled mechanically – propelled Vehicle being towed by the Insured Vehicle
- 5) for loss or damage to any property being carried in or on any trailer or disabled mechanically – propelled Vehicle (being towed by the Insured Vehicle)
- 6) for death, injury, or damage because of operating any unspecified mobile plant trailer as a tool of trade except where it is necessary to meet the requirements of the Road Traffic Acts.
- 7) for caravans, mobile homes, trailer tents or boat trailers.
- 8) Theft of trailer during the course of a journey whilst detached from the vehicle and unattended unless the trailer is fitted with an anti-theft locking device

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

### What is Covered

Loss of or damage to the Insured Vehicle and its standard accessories caused by any accidental event involving impact to the vehicle 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 under section 3:

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

### Exclusions - What is not Covered

#### 1. Fire & Theft Exclusions

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

#### 2. Tyres

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

#### 3. Frost

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

#### 4. Fuel

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

#### 5. Solidification

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

## Section 4 – Windscreen and Windows

### What is Covered

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

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

The maximum the Insurer will pay is as follows :-

#### Commercial Vehicle

Euro €500 in any one Period of Insurance if the windscreen is replaced or repaired by the Insurer's approved repairers (Allglass and Mr. Windscreen) ; or

Euro €250 in any one Period of Insurance if the repair or replacement is not carried out by the Insurer's approved repairers (Allglass and Mr. Windscreen)

The Insurer operates an approved repairer windscreen replacement / Repair network through our Approved Providers Allglass and Mr. Windscreen

Windscreen claims can be notified on the following numbers:

<b>Allglass</b>		<b>01 4090900</b>
<b>Mr. Windscreen</b>	<b>24-hour helpline</b>	<b>0818 512345</b>

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 an approved repairer or not.

### Windscreen Excess

- Euro €25 for glass replacement
- No excess for glass repair.

### Exclusions- What is not Covered

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

### Exclusions under windscreen and glass section

- More than Euro €500 in respect of any one claim for accidental breakage of the windscreen or of the windows of the Insured Vehicle (and any scratching of the bodywork)
- Any more than two claims per vehicle under this section during the period of insurance
- Damaged or broken glass in sunroofs, panoramic sunroofs, moon roofs, wrap around glass, glass in hood or continuous glass panels, Damaged or broken mirror glass or lights or lenses or internal glass.
- Damage to mechanical or electrical winding mechanism
- Damaged or broken glass to vehicles that are covered on a temporary basis under this policy

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

## Section 5 – Fire Brigade Charges

### What is Covered

In respect of any event which is the subject of cover or indemnity under this policy, the Insurer will pay all charges levied by a Local Authority in accordance with the provision of the Fire Services Act 1981, or such equivalent legislation in the Geographical limits, subject to a limit of Euro €3,000 in respect of any single event, excluding any costs associated with road closure, traffic management or any type of clean-up of the incident/accident scene or restitution to any property.

## Section 6 – Fatal Accident

In the event of death of any person authorised to drive under this policy due to accidental bodily injury sustained as a driver (but only as a driver) of any motor vehicle insured by the policy the insurer will pay an amount of five thousand Euro (€5,000-) to the legal personal representatives of the deceased person

### Exceptions

This insurance shall not apply in respect of death consequent upon

- a) Suicide
- b) motor cycling by any person insured
- c) any pre-existing physical defect or infirmity of any person insured
- d) any person insured being affected (temporarily or otherwise) by alcohol or drugs
- e) any accident where death does not occur within three (3) calendar months from the date of accident
- f) HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) however caused and/or any mutant derivatives variations or treatment thereof however caused; and/or
- g) Corona Type Virus including but not limited to SARS/MARS/H1N1

### Conditions

All certificates information and evidence required by the Insurer shall be furnished at the expense of any claimant hereunder and shall be in such form and of such nature as the Insurer shall prescribe.

The following conditions apply:

- a) The Insurer shall be entitled at its own expense to have a post-mortem examination;
- b) no assignee shall be entitled to any payment under the extension; and/or

- c) the receipt of the legal personal representatives of any person insured by this extension in respect of whom payment is made by the Insurer shall be a full and valid discharge of the Insurer's liability under this extension.

## **Section 7 – 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 (including EEA countries), which 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, subject to our agreement and subject to payment of an appropriate additional premium, the Insurer may provide the full cover stated in the policy schedule while the Insured Vehicle is being driven in any member state of the European Union (including EEA countries), which 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 Euro €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 8 – Endorsements

This policy is subject to those endorsements in this section which are stated in the policy schedule as being operative.

### **MFP001 Annual Declaration – 50:50 Adjustment**

The Insured shall annually (at the expiry of the period of insurance) declare to the insurer details of

(a) any additional or replacement vehicles or trailers acquired by or hired or lent to or leased to the Insured for which cover is required; and/or

(b) vehicles or trailers disposed of by the Insured for which cover is no longer to be provided

Subject to return by the Insured of any relevant certificates the insurer will then adjust the premium and the difference will be paid by or to the Insured as the case may be.

The premium charged in respect of vehicles added or deleted is calculated at 50% of the full annual premium in respect of the vehicle category. Where a vehicle category is not currently insured per the schedule of vehicles submitted at inception or renewal of the policy, please contact the insurer.

Any additional or return premium will be adjusted on the policy at the expiry of the current period of insurance.

However, there will be no return of premium in respect of any vehicle which is or has been the subject of a claim during the Period of Insurance and in no event will the total return exceed 75% of the inception premium for this Policy.

### **MFP002 Annual Declaration – Pro-Rata Adjustment**

The Insured shall annually (at the expiry of the period of insurance) declare to the insurer details of

(a) any additional or replacement vehicles or trailers acquired by or hired or lent to or leased to the Insured for which cover is required; and/or

(b) vehicles or trailers disposed of by the Insured for which cover is no longer to be provided

Subject to return by the Insured of any relevant certificates the insurer will then adjust the premium and the difference will be paid by or to the Insured as the case may be.

The premium charged in respect of vehicles added or deleted is calculated on a Pro-Rata basis of the full annual premium in respect of the vehicle category. Where a vehicle category is not currently insured per the schedule of vehicles lodged with the insurer at inception or renewal of the policy please contact the insurer.

Any additional or return premium will be adjusted on the policy at the expiry of the current period of insurance.

However, there will be no return of premium in respect of any vehicle which is or has been the subject of a claim during the Period of Insurance and in no event will the total return exceed 75% of the inception premium for this Policy.

**MFP003 Immediate Declaration – Pro-Rata Adjustment**

The Insured shall immediately declare to the insurer details of

(a) any additional or replacement vehicles or trailers acquired by or hired or lent to or leased to the Insured for which cover is required; and/or

(b) vehicles or trailers disposed of by the Insured for which cover is no longer to be provided

Subject to return by the Insured of any relevant certificates the insurer will then adjust the premium and the difference will be paid by or to the Insured as the case may be.

The premium charged in respect of vehicles added or deleted is calculated on an immediate basis based on the full annual premium in respect of the vehicle category. Where a vehicle category is not currently insured per the schedule of vehicles lodged with the insurer at inception or renewal of the policy, please contact the insurer.

Any additional or return premium will be adjusted on the policy at the commencement or deletion of cover.

However, there will be no return of premium in respect of any vehicle which is or has been the subject of a claim during the period of cover and in no event will the total return exceed 75% of the inception premium for this Policy.

**MFP004 Third Party Fire and Theft whilst persons holding a Learner Permit are Driving**

The Insurer shall not be liable under Section 3 of the policy for loss or damage other than by fire self-ignition lightning explosion or by theft or attempted theft while the vehicle is being driven by or is under the direct control of any person who holds a learner permit

**MFP005 Accidental Damage cover with increased excess for specified drivers**

Endorsement MFP004 is inoperative while the vehicle is being driven by or is under the direct control of the person(s) mentioned against this endorsement number in the schedule In respect of such person(s) the amount for which the company shall not be liable as stated against the individual name noted on the schedule of insurance.

**MFP006 Excluding Damage whilst in use as Tool of Trade**

The insurer shall not be liable under Section 3 of the policy in respect of loss of or damage to the vehicle arising out of the operation as a tool of the vehicle or of plant forming part of or attached to the vehicle

## General Conditions

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

### 1) Duty to Comply with Policy Conditions

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

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

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

### 2) Reasonable Care

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

### 3) Maintenance of the Insured Vehicle

It is a condition precedent 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) National Fleet Database (NFD)

Information relating to the policy details will be added to National Fleet Database (NFD) managed by the Motor Insurers Bureau of Ireland (MIBI). NFD and the data stored on it may be used by certain statutory and/or authorised bodies including the Motor Insurance Bureau of Ireland (MIBI), An

Garda Siochana (AGS), Road Safety Authority (RSA) and the Department of Tourism Transport and Sport (DTTAS) and other bodies permitted by law for purposes not limited to but including:

- b) continuous insurance enforcement;
- c) law enforcement, prevention, detection, apprehension and or prosecution of offenders; and/or
- d) the provision of government services and/or other services aimed at reducing the level and incidence of uninsured driving.

The Policyholder **must** upload details of vehicles being used on the National Fleet Database (NFD)

## 6) Cancellation of the Policy

This Policy may be cancelled:

### By the Insurer

We may cancel this Policy by giving 10 working days' 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 working days from the commencement of the Period of Insurance specified in the Insurance Schedule or within fourteen (14) working 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.

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.

### **7) 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.

### **8) 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 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.

### **9) 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.

### **10) 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.

### **11) 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.

### **12) Right of Recovery**

The insurer reserves the right to recover from the Insured all sums paid by the Insurers 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

### **13) 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.

### **14) 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.

**15) 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)

## General Exclusions

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

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

**1) Use**

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

**2) Driving**

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

**3) Driving Licence**

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

**4) Roadworthiness**

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

**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 of 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 Insurers allege 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 alcohol or controlled or illegal substances (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) 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.

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

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

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

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

- a) The transportation of high explosives such as nitro-glycerine, dynamite, or any other similar explosive.
- b) The bulk transportation of liquified petroleum or gasoline (use of a tanker truck or tanker trailer for the transportation of fuel for the original Insureds own use is not excluded)
- c) The transportation of chemicals, mixtures or gases in liquid, compressed or gaseous forms
- d) Self-drive hire

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

**29) Motor Personal Accident coverage**

**30) Airport Service Vehicles**

- 31)** Vehicles running on rails or cables.
- 32)** Vehicles specifically designed or adapted for military and/or law enforcement use.
- 33)** Waterborne vessels, aircraft, hovercraft, or any other vehicle not designed to run on terra firma unless amphibious and licenced to go on highways (but not including any waterborne exposure).
- 34)** Racing (including test runs), rallies, speed trials, trial runs and endurance tests.
- 35)** Emergency Service vehicles.
- 36)** The clean-up costs resulting from the accidental discharge of any concrete or like substance from the Insured Vehicle following an accident above the amount of Euro €2,500 any one accident.

## Claims Conditions

### IMPORTANT INFORMATION

#### Consumer Insurance Contracts Act 2019

Claims are dealt with in accordance with the Central Bank of Ireland Consumer Protection Code 2012. 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 Euro Euro €40,000 or b) 10% in a case where the claim settlement amount is Euro €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

If you need to make a claim, please telephone Allianz plc on +353 1 6133990 or contact at Allianz plc, Elmpark, Merrion Road, Dublin 4, D04 Y6Y6. When you contact Allianz plc, please provide your policy number, details of what happened, and the time and date of the incident. You must immediately report to Allianz plc any accident, injury, loss or damage which may give rise to a claim under this policy.

**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 exclusion of this Policy to avoid payment of such sum.

**12. Financial Interest**

If the Insured Vehicles 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.

**13. Accident with uninsured drivers**

If you are involved in an accident with an uninsured driver or visiting motorist from outside the country, you must report it to Allianz plc, along with the following: The Motor Insurers' Bureau of Ireland, 5 Harbourmaster Place, IFSC, Dublin 1. D01 E7E8, phone number: +353 1 6769944, email: [info@mibi.ie](mailto:info@mibi.ie) ; website: [www.mibi.ie](http://www.mibi.ie)

*Catalpa Underwriting limited is regulated by the Central Bank of Ireland and is a private company limited by shares registered in Ireland under No. 532534 and registered office at Office 3, Howley Square, Oranmore, Galway, Ireland*

*Allianz p.l.c. is regulated by the Central Bank of Ireland registered in Ireland under No. 143108 and registered office, Allianz House, Elm Park, Merrion Rd., Dublin 4. D04 Y6Y6*