



Motor Fleet Policy Document

Policy Form: Motor Fleet (Gen) 2021.09

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Introduction

IPB Insurance Company Limited by Guarantee trading as IPB Insurance (hereinafter referred to as the Insurer) and You, the Insured agree that:

- (a) This Policy comprising the Introduction, Policy Schedule, Insuring Agreement, Exclusions, Conditions, Definitions and any operative Endorsements shall be read as one contract and any word or expressions to which a specific meaning has been attached therein shall bear such specific meaning wherever it may appear.
- (b) Any information provided by the Insured or on the Insured's behalf shall be relied upon to inform the assessment and acceptance of this risk.
- (c) In consideration of the payment of premium, the Insurer will indemnify the Insured in the manner and to the extent described within this Policy whilst carrying on the Business described in the Policy Schedule subject to the Policy Exclusions, Endorsements, Conditions and Definitions as stated or as subsequently endorsed hereon.
- (d) In accordance with Section 93 of the Insurance Act 1936, it is understood and agreed that all monies which become or may become due and payable by the Insurer under this Policy shall be payable and paid in the Republic of Ireland.
- (e) The appropriate stamp duty has been or will be paid to the Revenue Commissioners in accordance with the Stamp Duties Consolidation Act 1999, Policy Schedule 1 (as amended).



Signed for and on behalf of the Insurer
Michael Garvey
Chief Executive

IPB Insurance Company Limited by Guarantee trading as IPB Insurance is regulated by the Central Bank of Ireland. Reg. No. 7532 Republic of Ireland.

Policy Definitions

Agricultural Vehicle means an Insured Vehicle used solely for agricultural or forestry purposes being a tractor or self-propelled implement or any vehicle not so described but which is exempt from, or does not require, Vehicle Excise Duty and any Trailer, including any agricultural implement or machine, whilst attached to such Agricultural Vehicle for the purpose of being operated or towed.

Bodily Injury shall mean accidental Bodily Injury including death, disease or illness, mental injury, mental anguish, or nervous shock, but not defamation.

Business shall mean that as detailed in the Policy Schedule.

Current Certificate of Motor Insurance is a document that provides evidence of the existence of motor insurance as required by law. It contains details of who may drive the Insured Vehicle subject to any terms specified on the Policy Schedule and describes the purposes for which the Insured Vehicle may be used.

Coach/Bus means an Insured Vehicle which is a passenger carrying vehicle with more than 17 seats (including the driver).

Endorsements set out any special terms applying to Your policy and are specified on the Policy Schedule.

Excess means the amount You pay towards the agreed cost of any claim under Your policy.

Fire Tender means a vehicle used by fire protection services to transport personnel, extinguishing agents, and equipment to the scene of a fire.

Goods Carrying Vehicle means an Insured Vehicle which is manufactured and used for the carriage of goods and is not an Agricultural Vehicle.

Hire Car means an Insured Vehicle which is a passenger carrying vehicle with not more than 8 seats (excluding the driver) and licenced for the carriage of passengers for hire or reward.

Insured Vehicle means any motor vehicle and its attached accessories or spare parts whilst on or in the vicinity of the Vehicle as described in

1. Paragraph 5 of the current Certificate of Insurance

or

2. The Policy Schedule issued with Your Policy.

Except where agreed by Us, Insured Vehicle does not include any motor vehicle registered outside the Republic of Ireland.

Limit of Indemnity shall mean the total amount payable for all damages including cost charges and expenses in respect of any one Occurrence or all Occurrences of a series consequent on one original cause and shall not exceed the Limit of Indemnity stated in the Policy Schedule, or as endorsed hereon. The Limit of Indemnity will not be reduced by the amount of any Excess that may be applicable.

Minibus means an Insured Vehicle which is a passenger carrying vehicle with more than 8 seats (excluding the driver) but not more than 17 seats (including the driver).

Occurrence(s) shall mean each and every loss or accident or series of losses or accidents arising out of one event.

Period of Insurance means the period shown on the Policy Schedule.

Policyholder/Insured/You/Your means the Insured named in the Policy Schedule, and to whom this Policy has been issued as stated in the current Certificate of Motor Insurance.

Policy Schedule sets out details of the Insured and the insurance protection provided.

Principal shall mean any individual person, company, firm, public or local authority with whom the Insured has entered into a contract for work or services.

Private Car means an Insured Vehicle which is a passenger carrying vehicle with not more than 8 seats (excluding the driver) and is not an Agricultural Vehicle, Special Type Vehicle or Motorcycle and is not used for hire or reward.

Special Type Vehicle means an Insured Vehicle which is constructed to operate primarily as a tool of trade which is not a passenger carrying vehicle and is not designed for the carriage of goods.

Insurer/We/Us/Our means IPB Insurance.

Trailer means any trailer or agricultural or forestry implement or machine which is constructed to be towed by a motor vehicle.

Insuring Agreement – What is Covered

Covers Applicable to the Policy

If your policy cover is

Comprehensive - you have the benefit of the entire Policy.

Third Party Fire & Theft - you have the benefit of the entire Policy excluding Section 3.

Third Party Only - you have the benefit of the entire Policy excluding Sections 2 and Section 3.

Unlicensed Drivers (where a licence not required by law)

Your Policy shall remain operative whilst the Insured Vehicle is being driven by or is in the charge of for the purpose of being driven by a person who does not hold a licence to drive the vehicle in circumstances where a licence to drive is not required by law provided the person driving is of an age to hold a licence to drive such vehicle.

Unauthorised Use of an Insured Vehicle

Your Policy indemnifies You for liability arising out of the unauthorised use of the Insured Vehicle by any person employed by You provided that You have taken all reasonable precautions to ensure that Your employees are made aware of and comply with restrictions applicable to the use of the Insured Vehicle.

Territorial Limits

Your Policy applies in respect of accidents occurring in the Republic of Ireland and Northern Ireland.

Emergency Treatment

We will pay for emergency treatment fees as required by the Road Traffic Acts arising out of the use of the Insured Vehicle.

Compulsory Insurance & Foreign Use

Your Policy provides the minimum indemnity required to comply with the laws relating to compulsory insurance of motor vehicles in any other country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Article 7 (2) of E.U. Directive on insurance of civil liabilities arising from the use of motor vehicles (No.72/166/CEE).

Where the minimum indemnity provided is less than that provided under Republic of Ireland minimum legal requirements, the higher level shall apply.

Fire Brigade Charges

We will pay up to €2,500 for any one incident in Local Authority charges under the Fire Services Act 1981 (or future amendments thereto) where a valid claim arises under the Policy in respect of controlling or extinguishing a fire in the Insured Vehicle or removing the occupants of the Vehicle with the use of cutting equipment.

Section 1 - Third Party Cover

1. Indemnity to You

We will indemnify You against all sums (including costs recovered by any claimant and/or costs incurred in the defence of any claim where a claim is contested by Us, or with Our written consent) which You shall be legally liable to pay arising out of

- (a) the use of the Insured Vehicle
- (b) goods falling from and during the operation of loading or unloading of the Insured Vehicle and/or any Trailer and/or any one disabled mechanically propelled vehicle which is being towed by the Insured Vehicle for any purpose permitted by Your Certificate of Motor Insurance and with Your consent and resulting from
 - (i) accidental death of or injury to any person
 - (ii) accidental damage to other persons property.

The most We will pay for any one occurrence or series of occurrences arising out of one originating cause for accidental damage to other persons property is

- (a) €30,000,000 indemnity in respect of a Private Car
- (b) €6,500,000 indemnity in respect of any Insured Vehicle other than a Private Car.

2. Indemnity to other persons

We will also indemnify

- (a) Driver or User - any person You allow to drive or use the Insured Vehicle provided this is permitted by Your Certificate of Motor Insurance but subject to the provisions specified on Your Policy Schedule
- (b) Passengers - any passenger whilst travelling in, getting into or out of the Insured Vehicle
- (c) Joint Insured - each party specified as the Insured on Your Policy Schedule as though separate policies had been issued in their individual names
- (d) Principals - any Principal of the Insured provided that You would have been entitled to indemnity if the claim had been made against You and You have arranged for the conduct and control of all claims to be vested in Us
- (e) Owner - at Your request the owner of a vehicle on hire (other than under a hire purchase agreement) or loaned or leased to You.

In the event of an accident involving payment on behalf of more than one person insured by this section any limitation by the terms of Your policy or by any Clause(s) relating to the maximum amount payable shall apply in the aggregate and in priority to You.

3. Indemnity to Personal Representatives

In the event of the death of any person entitled to indemnity under this section, We will indemnify their legal personal representatives in respect of any liability incurred by him/her within the limitations of this section.

4. Legal Defence Costs

At the request of the Insured in respect of any event which may be the subject of indemnity under this section, with our written consent We will arrange and pay for representation by a solicitor at any coroner's inquest or fatal accident inquiry or for defending in any Court of Summary Jurisdiction.

5. Manslaughter Defence

At Your request We will arrange and pay for the legal costs for defence in the event of proceedings being taken against You or Your employees for manslaughter or reckless or dangerous driving causing death where such death may be the subject of indemnity under Section 1 of the policy (Legal Liability to Others) provided that

- (a) Our liability shall not exceed €32,000 for any one prosecution/charge
- (b) We may at any time relieve ourselves of any further liability in respect of such legal costs upon paying to the Insured such sum of €32,000 less the expenses incurred by Us to the date of payment
- (c) no indemnity shall be granted if, arising out of the event which gave rise to the proceedings, You or Your employee has been convicted (or a prosecution is pending) under any Road Traffic Act legislation relating to the level, concentration or quantity of alcohol or drugs in the body.

6. Avoidance of Certain Terms and Right of Recovery

Nothing in this Policy shall affect the right of any person indemnified by this Policy or of any other person to recover an amount under or by virtue of the provisions of the law of any country in which the Policy operates relating the insurance of liabilities to Third Parties. However You shall repay to Us all sums paid by Us which We would not have been liable to pay but for the provision of such law.

Section 2 - Fire & Theft

We will indemnify you for

Fire and Theft Cover

Section 2 operates only in respect of loss or damage caused directly by fire, lightning, self-ignition or explosion or by theft or attempted theft or taking away without lawful authority.

Section 3 - Accidental Damage

1. Loss of or Damage to the Insured Vehicle

Loss of or damage to the Insured Vehicle other than those described in Section 2, up to the market value at the time of the loss or damage or the value last declared to Us, whichever is the less. If We agree to pay for damage to be repaired We may decide to use suitable parts which are not supplied by the original manufacturer.

2. Recovery and Redelivery of the Insured Vehicle

The cost of protection and removal of the Insured Vehicle to the nearest repairer, when necessary if the Insured Vehicle is disabled, after such damage, and the reasonable cost of delivery to You after repair.

3. Windscreen Cover - Comprehensive Cover Only

We will pay for breakage or repair of glass in the windscreen, windows, and roof of the Insured Vehicle including any scratching of the bodywork directly resulting from such breakage.

Our total liability in respect of any one event or series of claims arising from one event under Sections 2 and 3 of the Policy shall not exceed €2,000,000.

Covers Applicable to Section 2 & 3

Loss of or Theft of Keys

If the keys or lock transmitter for an Insured Vehicle are lost or stolen, We will pay for the cost of

1. replacing the door and/or boot locks
2. replacing the ignition/steering lock
3. replacing the lock transmitter and central locking interface.

The maximum We will pay will be limited to €1,000 in total for claims arising out of any one occurrence.

We will not pay for

1. keys or lock transmitter which are stolen by an employee or any third party contractor to the Insured
2. loss where the theft is not reported to the Gardaí or Police

3. keys or lock transmitter which are stolen by deception or fraud
4. the additional cost of importing key lock transmitter and central locking interfaces for the vehicle from outside the European Union or the United Kingdom.

Personal Effects

We will pay up to €130 for loss or damage to clothing and personal effects whilst in or on the Insured Vehicle.

We will not be liable in respect of loss or damage to

1. money, stamps, tickets, docketts or securities
2. goods or samples carried in connection with any trade or business.

Section 4 – Trailers

In respect of any trailer owned by the Insured or in their custody and control, Section 1 of the Policy shall apply as though such trailer were a vehicle declared in the Schedule.

This Section of the Policy operates whether the trailer is attached or detached from the towing vehicle.

We shall not be liable in respect of any loss, damage liability and/or injury arising out of any event occurring while any such Vehicle is drawing a greater number of trailers in all than is permitted by law.

Policy Exclusions

Except so far as is necessary to meet the requirements of the Road Traffic Acts, We shall not be liable in respect of:

1. Driving and Use

Death, injury, loss or damage arising whilst the Insured Vehicle is being driven by or used by You or with Your general consent

- (a) for purposes not permitted by Your Certificate of Motor Insurance, or if a certificate is not required by law, for purposes not agreed by Us
- (b) by a driver not permitted by Your Certificate of Motor Insurance, or if a certificate is not required by law, by drivers not agreed by Us
- (c) if it is known by You or any other person claiming indemnity that the person driving is disqualified from driving or has not held a licence to drive the vehicle or is prevented by law from obtaining one (except as provided for in Unlicensed Drivers section of this Policy (page 3))
- (d) by a driver who is excluded on the Policy Schedule/ Certificate of Insurance.

This exclusion does not apply in respect of the indemnity given to You (and to no other person) whilst the vehicle is being used without Your authority or by a motor trader for overhaul, maintenance or repair.

2. Radioactive Contamination

- (a) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - (i) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

3. War Risks

Death, injury, loss or damage occasioned by, happening through or in consequence of War, Invasion, Act of Foreign Enemy, Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection or Military or Usurped Power except so far as is necessary to comply with the laws relating to compulsory insurance of motor vehicles in any country to which this policy applies.

4. Riot and Civil Commotion

Loss or damage arising during or in consequence of riot or civil commotion.

5. Earthquake

Loss or damage arising during or in consequence of earthquake.

6. Terrorism

Any consequence of an act of terrorism including any action taken to control or prevent an act of terrorism.

7. Contractual Liability

Any liability assumed by agreement which would not have attached in the absence of such agreement (except as provided under Section 1 - 2(d)). In any event We will not provide indemnity in respect of liquidated damages or under any penalty clause.

8. Cyber Risks

(a) Cyber Loss; or

(b) any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed 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.

Definitions applicable to this Exclusion

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 including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any 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.

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.

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.

Exclusions applicable to Section 1

Except so far as is necessary to meet the requirements of the Road Traffic Acts, We will not pay for:

1. Death or injury to any person arising out of and in the course of that person's employment by the person claiming to be indemnified or in the employment of the Insured.
2. Death or injury to the Principal for any amount for which You would not have been liable in the absence of an agreement.
3. Loss of or damage to property belonging to or held in trust by, or in the custody or control of, the person claiming to be indemnified or property being conveyed by the Insured Vehicle.
4. Loss of or damage to any vehicle or Trailer in connection with which indemnity is being claimed under this section.
5. Damage to any weigh-bridge by vibration or by the weight of the vehicle and its load if the Insured Vehicle exceeds the maximum gross vehicle, plated or train weight permitted by Road Traffic Act legislation.
6. Death, injury, loss or damage directly or indirectly caused by Subsidence , flooding, 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.
7. Death or injury to any person or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with
 - (a) the bringing of the load to the Insured Vehicle for loading
 - (b) the taking away of the load from the Insured Vehicle after unloading by any person other than the driver or attendant of such vehicle.
8. The first five hundred euros (€500) of any amount including the Legal Defence Costs and other expenses properly incurred by Us in the defence or settlement of any claim which may be payable by Us or incurred by Us in respect of liability for loss of or damage to pipes and cables.
9. Death, injury, loss or damage directly or indirectly caused by property on which the Insured has carried out any process of manufacture, construction, alteration or repair.
10. Death or injury to any person arising out of and in the course of such person's employment in respect of any dumper, tractor, or any other special type vehicle with no seating for passengers and also to any motorcycle.

Exclusions applicable to Sections 2, 3 & 4

We shall not be liable to pay for:

1.
 - (a) wear and tear
 - (b) depreciation
 - (c) mechanical and electrical failures or breakages
 - (d) damage to tyres due to punctures, cuts, bursts or application of brakes.
 - (e) loss of use.
2. the amount of any Excess as stated on the Policy Schedule.
3. loss of or damage to the Insured Vehicle directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
4. loss or damage caused by the explosion of the boiler of the Insured Vehicle.
5. loss of or damage other than that covered under Section 2 of the Policy whilst any vehicle described in the Schedule is being driven by or for the purpose of being driven by those in the charge of any person who is over 70 Years of age.

The latter restriction shall not apply if the driver is authorised to hold a licence under the Road Traffic Act (Licencing of Drivers) Regulations 1989, having procured satisfactory eyesight and medical reports.

Policy Extensions

Indemnity to Principal

The Insurer will indemnify any Principal in respect of legal liability for which the Insured would have been entitled to indemnity under this Policy had the claim been made against the Insured provided always that

1. the Principal(s) is not entitled to indemnity under any other policy
2. the Principals(s) shall as though they were the Insured observe fulfil and be subject to the Terms, Exclusions, Limits and Conditions of the Policy insofar as they can apply
3. the Insurer shall have the full conduct and control of all claims in respect of which indemnity is provided by this Endorsement.

Nothing in this Endorsement will serve to increase the liability of the Insurer to pay any amount in excess of the Limit of Indemnity in the Policy and indemnity will apply in priority to the Insured.

Policy Endorsements

Note: The Endorsements that operate are those referred to in the Policy Schedule and/or as subsequently endorsed to the Policy and are subject otherwise to the Conditions contained therein.

F1. Occasional Business Use

The Policy extends to indemnify the Insured for liability arising out of the use of any private car not the property of and not provided by the Insured, whilst it is being used on the business of the Insured by any authorised employee of the insured.

F2. Motor Contingency – Employees' Vehicles

We will indemnify You under Section 1 of the Policy while any vehicle not Your property nor provided by You is being used in connection with Your business as though such vehicle were the Insured Vehicle.

Description of Vehicle

Employees' vehicles – any motor vehicle not the property of or provided by the Insured used in connection with the Insured's business by any person in the employ of the Insured.

Excepted Persons

- (a) any person claiming in respect of injury to himself or to any other person in the employment of the Insured when such injury arises out of and in the course of such employment
- (b) any person claiming in respect of damage to property while such property was in or on such vehicle
- (c) any person claiming in respect of damage to property sustained while such property was owned by or was in the possession, custody or control of the Insured

- (d) any person claiming in respect of injury to person or damage to property occasioned beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to such vehicle for loading thereon or the taking away of the load from such vehicle after unloading therefrom
- (e) any person claiming in respect of loss or damage to underground services arising out of the operation of any motor vehicle (or attachment) as a tool.

Exclusions to Motor Contingency

We shall not be liable in respect of any liability arising out of any event occurring

- (a) Outside the Republic of Ireland or Northern Ireland.
- (b) While any vehicle in connection with which indemnity is provided under this section of the Policy is being driven by or is for the purpose of being driven by him in the charge of any person other than as described under the heading 'Description of Drivers'.
- (c) While any vehicle in connection with which indemnity is provided under this section of the policy is being used otherwise than for the purpose described under the heading 'Limitations as to Use' or is being used for racing, pace making, reliability trial or speed testing.
- (d) While there is any other existing insurance covering the same loss, damage or liability.

Monitoring of Owner's Motor Insurance on Vehicles

You must take all precautions to ensure that all vehicles described in the 'Description of Vehicles' are adequately insured by current motor insurance policies which indemnify the Insured in respect of their legal liability while such vehicles are being used in accordance with the 'Limitations as to Use' described in this section of the Policy.

Subject otherwise to the Conditions, Exclusions and Endorsements of the Policy.

F3. Motor Contingency – Vehicles Hired In

We will indemnify You under Section 1 of the Policy while any vehicle not Your property nor provided by You is being used in connection with Your business as though such vehicle were the Insured Vehicle.

Description of Vehicle

Hired vehicles – Any motor vehicle hired (other than under a Hire Purchase Agreement) by the Insured used in connection with the business of the Insured by any person except a person in the employment of the Insured.

Excepted Persons

- (a) Any person claiming in respect of injury to himself or to any other person in the employment of the Insured when such injury arises out of and in the course of such employment
- (b) any person claiming in respect of injury to property while such property was in or on such vehicle
- (c) any person claiming in respect of injury to property sustained while such property was owned by or was in the possession, custody or control of the Insured

- (d) any person claiming in respect of injury to person or property occasioned beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to such vehicle for loading thereon or the taking away of the any person claiming in respect of loss or load from such vehicle after unloading therefrom
- (e) damage to underground services arising out of the operation of any motor vehicle (or attachment) as a tool.

Exclusions to Motor Contingency

We shall not be liable in respect of any liability arising out of any event occurring

- (a) Outside the Republic of Ireland or Northern Ireland.
- (b) While any vehicle in connection with which indemnity is provided under this section of the policy is being driven by or is for the purpose of being driven by him in the charge of any person other than as described under the heading 'Description of Drivers'.
- (c) While any vehicle in connection with which indemnity is provided under this section of the Policy is being used otherwise than for the purpose described under the heading 'Limitations as to Use' or is being used for racing, pace making, reliability trial or speed testing.
- (d) While there is any other existing insurance covering the same loss, damage or liability.

Monitoring of Owner's Motor Insurance on Vehicles

You must take all precautions to ensure that all vehicles described in the 'Description of Vehicles' are adequately insured by current motor insurance policies which indemnify the Insured in respect of their legal liability while such vehicles are being used in accordance with the 'Limitations as to Use' described in this section of the Policy.

Subject otherwise to the Conditions, Exclusions and Endorsements of the Policy.

Policy Conditions

Any condition of this Policy, and/or of any Endorsement thereon in so far as it is a prohibited condition within the meaning of part VI of the Road Traffic Act 1961 shall not be a condition affecting the right of any person to recover an amount under or by virtue of the provisions of Section 76 of the Act.

Non-Disclosure or Misrepresentation

Any questions We ask You are important and Your answers will inform Our assessment and acceptance of Your risk and the calculation of the premium to be charged. You have a duty to answer all questions honestly and with reasonable care.

At renewal, We may provide You with details of information that You have previously disclosed and ask you to update that information. Where You do not provide any new information to Us and You pay the renewal premium, it is presumed that the information previously provided has not changed.

In the event of a fraudulent misrepresentation made by You, or on Your behalf, We will be entitled to avoid this insurance contract resulting in the cancellation of the Policy and non-payment of claims.

Any other misrepresentation made by You, or on Your behalf, other than one made innocently, will entitle Us to take proportionate action to reflect what We would have done had we been aware of the full facts.

Proportionate action could include changes to the Policy terms and conditions or a reduction in the amount We pay in respect of a claim to reflect the higher premium that would otherwise have been charged.

In certain circumstances, We may be entitled to avoid this insurance contract resulting in the cancellation of the Policy and non-payment of claims.

If Your Policy is avoided or cancelled by Us this may result in You having difficulty in trying to purchase insurance elsewhere.

Observance of Terms and Conditions

Any person claiming to be insured must observe, fulfil and is subject to, the Terms and Conditions, Exclusions and Endorsements of this Policy in so far as they can apply.

Vehicle Declarations

Premiums are calculated on the basis of an estimate of the number of vehicles owned or in the custody or control of the insured. At inception date of the Policy, and subsequent renewals, the Insured shall supply Us a correct statement of all such vehicles

Premium Adjustment

If you make an alteration to your Policy, and it results in an adjustment of premium, we will calculate your premium on a pro rata basis and apply to the Policy premium.

The Insured's estimate of value shall be the maximum amount payable by the Insurer in respect of any claim for loss or damage under sections 2 and 3 of the Policy.

If the total number of Vehicles differs from the number upon which the premium has been paid, the difference in premium shall be met by a 50/50 proportionate payment to the Insurer, or a refund by

the Insured. In the case of vehicles being added/deleted from the Schedule, adjustments will be calculated from the date of acquisition or disposal.

Looking after Your Vehicle(s)

You must take all reasonable precautions to

- (a) maintain Your Vehicle in a safe and roadworthy condition
- (b) prevent injury, loss or damage.

Claims Procedure

In connection with any injury, loss or damage which may give rise to a claim under this Policy You must

- (a) not admit liability for or sign any statement to this effect or negotiate the settlement of any claim without Our written agreement
- (b) give Us notice as soon as reasonably possible of the incident and all information and assistance required
- (c) send Us any writ or summons, and any letter, claim or other related document received
- (d) notify Us of any impending prosecution, inquest, or fatal inquiry
- (e) give Us free access to examine the Vehicle if required.

We shall, where legally permitted, take over and conduct the defence or settlement of any claim, and at Our discretion to pursue any claim for Our own benefit in the name of any person insured.

Other Insurance

If any loss or damage is covered by any other insurance, We will not pay more than Our proportion.

Cancelling Your Policy

The Insurer may, at its absolute discretion, cancel this Policy by sending seven days (or thirty days if this is the first year of insurance) written notice by registered post to the Insured at the Insured's last known address. In such event the Insured will be entitled to a refund of a proportionate part of the paid premium for the unexpired Period of Insurance.

The Insured may cancel this Policy by advising the Insurer in writing.

If the Insured cancels the Policy within the first fourteen days of the contract, the Insurer will refund any paid premium for the unexpired Period of Insurance provided there has been no claim notified and the Insured is not aware of any circumstance that will likely give rise to a claim during the current Period of Insurance.

If the Insured cancels the Policy at any other time, the Insurer will refund any paid premium for the unexpired Period of Insurance, subject to

- (a) no claim having arisen and the Insured not being aware of any circumstance likely to give rise to a claim during the current Period of Insurance
- (b) any Minimum Premium requirement.

Dispute Resolution

All matters of difference between the Insured and the Insurer arising out of or in connection with this insurance, including any dispute regarding the existence of this Policy or any disclaimer of liability or indemnity, will be referred, in the first instance, to Mediation. However, it is noted and agreed that Mediation is a voluntary process which may be declined by either the Insured or the Insurer.

- 1) If Mediation is agreed upon:
 - (a) The difference, dispute or disclaimer of liability or indemnity must be referred to Mediation within 12 months of it so arising. Otherwise, any claim made of the Insurer by the Insured shall be deemed to be abandoned absolutely and irrevocably by the Insured and shall not be recoverable thereafter.
 - (b) If the choice of a Mediator willing and available to accept appointment cannot be agreed between both parties within 30 days of the referral to Mediation, then both parties will accept a Mediator nominated by the Irish Commercial Mediation Association.
 - (c) If the matter in dispute is not resolved through Mediation the dispute or difference arising shall be referred to Arbitration within 30 days of the holding of the Mediation.

- 2) If Mediation is not agreed upon:
 - (a) All matters of difference between the Insured and the Insurer arising out of or in connection with this insurance, including any dispute regarding the existence of this Policy or any disclaimer of liability or indemnity, will be referred to Arbitration.
 - (b) The difference, dispute or disclaimer of liability or indemnity must be referred to Arbitration within 12 months of it so arising. Otherwise, any claim made of the Insurer by the Insured shall be deemed to be abandoned absolutely and irrevocably by the Insured and shall not be recoverable thereafter.

In either case:

- (i) If the choice of an Arbitrator willing and available to accept appointment cannot be agreed between both parties within 30 days, the President for the time being of the Incorporated Law Society of Ireland will be asked to make such an appointment.
- (ii) The decision of the Arbitrator shall be final and binding on the Insured and Insurer.

Fraud

If any insured party makes a claim under this Policy which omits information of a material nature and/or contains information that is false or misleading in any material respect and that insured party either

- (a) knows that information of a material nature has been omitted; and/or
- (b) knows that such information is false or misleading; and/or
- (c) consciously disregards whether such information is false or misleading

then the Insurer shall be entitled to refuse to pay that claim. The Insurer shall also be entitled to terminate this Policy with effect from the date of the submission of the fraudulent claim.

Alteration

You must tell Us immediately if there is an alteration to this risk that would result in the risk no longer reflecting that which was represented to, assessed and accepted by Us when this contract of insurance was effected.

Interpretation

In this Policy

- (a) the singular includes the plural and vice versa
- (b) the male gender imports the female and neutral genders
- (c) references made to any act or law include any rules or regulations promulgated thereunder and any re-enactment, replacement, amendment or modification thereof, in whole or in part and whether before or after the date of this insurance
- (d) the title of paragraphs, sections, provision or endorsements of or to this Policy are intended for convenience and reference and are not deemed in any way to limit or expand the provisions to which they relate, and they are not part of the Policy.

Data Protection Policy

IPB Insurance is committed to protecting your personal information. IPB is a data controller and is required to comply with the Data Protection Acts 1988 – 2018 and the General Data Protection Regulation. The information that you provide ('data') will be used for the administration of your policy and/or any claims made on the policy. Data is at all times treated as confidential and the appropriate measures are taken to ensure it is secure. A copy of our Data Protection Notice can be found on our website www.ipb.ie. The notice explains why we collect and use your data, who we share your data with, your data protection rights, how long we retain your data for, where your data is located and what to do if you have any data protection complaints. If you would like to receive a written copy of the Data Protection Notice you can email dpo@ipb.ie or write to Data Protection Officer, IPB Insurance, 1 Grand Canal Square, Grand Canal Harbour, Dublin 2.

Complaints Procedure

It is important to us that you receive the highest level of service at all times and we hope you never have to complain. However, if for any reason you need to contact us on a service matter, we do wish to hear from you. It is our policy to deal with all complaints fairly and efficiently, therefore, if you have a complaint, please contact the

Complaints Officer,
IPB Insurance,
1 Grand Canal Square,
Grand Canal Harbour,
Dublin D02 P820.
Tel: +353 1 639 5500; or
email complaints@ipb.ie.

We will acknowledge all written complaints in writing within 5 business days of receipt and will advise you who is dealing with the complaint until it is resolved or cannot be processed any further. Details of all verbal complaints are recorded in writing. Upon receipt of a verbal complaint, we will offer you an opportunity to have your complaint treated as a written complaint. Our aim is to resolve any complaint as quickly as possible. You will receive a regular written update on the progress of the investigation at intervals of not greater than 20 business days. If your complaint is not resolved within 40 business days, we will inform you of the anticipated time frame in which we hope to resolve the complaint and advise you of your right to refer the matter to the

Financial Services and Pensions Ombudsman,
Lincoln House,
Lincoln Place,
Dublin D02VH29.
Telephone: 01-567700
www.fspo.ie.