



QBE European Operations

**Motor Fleet Ireland.**

**Giving you  
the advantage**

Policy Terms

Made possible



# QBE: A name to trust in Commercial Motor Insurance

## QBE helps businesses build resilience through risk management and insurance.

With almost a century of insuring commercial vehicles QBE is fully committed to the motor sector and proactively helping customers to manage risk and drive down claims. This approach has made QBE a name to trust in commercial motor insurance.

### Our claims commitment to you

When you buy an insurance policy, you're buying a promise to pay. At QBE, we take that promise seriously.

Our priority is getting customers back on track as fast as possible after suffering a loss. We look to settle claims fairly and promptly. We have an excellent record for paying claims. As one of the world's leading insurers, we have the financial strength and security to deliver on the promises we make.

In the event of a claim, we're committed to reducing vehicle downtime, controlling repair and car hire costs, and minimising business interruption. And if a claim is made against you, we do all that we can to reduce the costs involved and defend you robustly against fraudulent claims. Working together to reduce claims costs, we can reduce your premium spend.

### Need to claim? Report it early

If you have an incident and need to make an insurance claim, please report it to us as soon as possible, ideally the same day.

Reporting a claim early can save time and help you to receive any claim payments faster, as well as allowing us to help mitigate the cost of third-party claims.

After you've notified us you will benefit from our approved repair network, fixed labour rates, and a proactive parts management service which means that on average vehicles are back on the road up to seven days quicker than via non-approved repairers.

If you would like to speak to a member of our claim's relationship team, please use the email below and a member of the team will help guide you through our claims philosophy and discuss any queries you may have.

Email: [QBEclaimsrelationship@uk.qbe.com](mailto:QBEclaimsrelationship@uk.qbe.com)

### Risk Solutions

Managing a fleet of vehicles carries the risk of accidents, claims from third parties and possibly fraudulent claims. We can help you to identify and reduce these risks. We encourage you to take advantage of our:

- Free online QRisk self-assessment to help you be more prepared
- Driver training, driver assessor training, driver profiling and e-learning
- Collision investigation training
- Risk management articles and material

Please get in touch with us for more information on any of these and for your QRisk login details.

Email: [QBEMotor.Risksolutions@uk.qbe.com](mailto:QBEMotor.Risksolutions@uk.qbe.com)

Also, if you're considering a new fleet management / telematics system or other services, we may be able to help save you some money. As a QBE customer you can benefit from discounted rates from our trusted suppliers across telematics, fleet management, driver behaviour, road safety and breakdown cover. Please ask us for more information.

### Keep up to date with our publications

We are obliged to contact you from time to time regarding the National Fleet Database and other regulatory matters.

In addition, we publish articles regularly on business continuity, resilience and managing risk. We invite you to read our latest articles and subscribe to receive notification of new ones at our website <https://qbeeurope.com/>

## Content

Page 4	<b>Policy guide</b> – This explains the basis on which cover is provided and includes information about how to make a claim, including contact details should <b>you</b> need to contact <b>us</b> about a claim or accident involving <b>your vehicle</b>
Page 5	<b>General definitions</b> – This gives meaning to words in bold
Page 7	<b>Covered sections</b> – This explains the scope of cover where included on <b>your schedule</b> and gives details of the cover and any extensions, exclusions or terms applicable to each of the particular <b>sections</b>
Page 8	<b>Section A – Your legal liability to others</b>
Page 10	<b>Section B – Damage to your vehicle</b>
Page 13	<b>Section C – European cover</b>
Page 14	<b>Section D – Trailer cover</b>
Page 15	<b>Section E – Unauthorised movement of third-party vehicles</b>
Page 16	<b>Section F – Unauthorised use of your vehicle</b>
Page 17	<b>Section G – Unlicensed drivers (where a licence is not required by law)</b>
Page 18	<b>Section H – Loss of keys</b>
Page 19	<b>Section I – Medical expenses</b>
Page 20	<b>Section J – Personal effects</b>
Page 21	<b>Section K - Personal accident</b>
Page 22	<b>Section L – Additional vehicle technology</b>
Page 23	<b>General exclusions</b> – These set out what <b>you</b> are not covered for in the <b>policy</b>
Page 25	<b>Claims conditions and requirements</b> - These set out duties and rights when a claim is made
Page 26	<b>General terms</b> – These set out <b>your</b> obligations and rights under the <b>policy</b>
Page 29	<b>How to complain</b> – This specifies the procedure to be followed if <b>you</b> have a complaint

## Policy guide

### Your policy

This **policy** is made up of:

- this document setting out **your** insurance together with conditions and exclusions;
- the **schedule** which details **your** insurance and limits of cover that apply, the particular **sections you** have purchased and any endorsements that may apply; and
- the **certificate of motor insurance and insurance disc** that provides evidence of insurance as required by law.

Together these documents form the **policy** and set out the scope of this insurance.

**Your policy** is a legal contract. Please read all parts carefully and if **you** require clarification of the terms, conditions and exclusions, please contact **your** broker.

The proposal form which has been submitted by **you** or on **your** behalf forms the basis of your contract with us and from which **your policy** has been prepared.

If **your policy** is incorrect, please return it to **your** broker for alteration.

All headings within the **policy** are included in bold. Other than in the headings, words in bold carry specific meanings which are set out in the General Definitions.

Words importing the singular will include the plural and vice versa and words importing the masculine will import the feminine and the neuter. References to 'a person' will be construed to include any individual, company, partnership or other legal entity.

Any reference to legislation or regulations in this **policy** extends to apply to any re-enactment or replacement of such legislation or regulations and to any other legislation of similar intent if applicable.

### Navigation

Each **section** sets out the extent of cover, how **our** liability to **you** may be limited or excluded and other relevant terms and conditions applicable to that **section**.

Cover is provided only if the applicable **section** appears in the **schedule** and is subject to the terms, conditions, limitations, and exclusions of the **policy**. Certain terms apply to the whole **policy** and they are set out in:

- i. General Definitions.
- ii. General Exclusions.
- iii. Claims Conditions and Requirements.
- iv. General Terms; and
- v. How to Complain.

Unless expressly stated otherwise elsewhere in the **policy**, limits of indemnity and sub-limits of indemnity are set out in the **schedule** and operate in accordance with the relevant provisions in 'General Terms'.

### Premium Payment

**We** will insure **you** in accordance with and subject to the terms of this **policy**, in consideration of the payment to **us** of the premium set out in the **schedule** for the **period of insurance**.

Unless stated to the contrary in a separate agreement, if **you** do not pay any premium or premium instalment plus any applicable taxes/levies to **your** broker or **us**, **we** may give **you** written notice cancelling the **policy** with effect from 7<sup>th</sup> day after the notice has been served.

The **policy** will continue if the late premium instalment and any other remaining premium instalments are paid and accepted before the cancellation takes effect.

Without prejudice to other forms of service, notice of cancellation is deemed to be served on 3<sup>rd</sup> day after being posted if sent by pre-paid letter post properly addressed.

### How to make a claim

**We** pride **ourselves** on placing the effective management and handling of claims at the heart of **our** business. **Our** claims teams have the skills and expertise to ensure that all claims are processed effectively and in a timely manner.

Full claim notification procedures are contained within this **policy** wording. For ease of reference **our** dedicated claims team contact details are set out below:

Tel: **01 605 38888** **Our** claims line is open 24 hours a day, 365 days a year.

Email: [newclaim.motor@uk.qbe.com](mailto:newclaim.motor@uk.qbe.com)

**You must report all accidents involving your vehicle(s) to us as quickly as possible, regardless of blame.**

## General definitions

The following definitions apply to all **sections**:

### Accessory/Accessories

Means spare parts, audio equipment, multi-media equipment, communication equipment and satellite navigation equipment with no independent power source that are permanently fitted to **your vehicle** from first registration.

### Additional vehicle technology

Means any electronic devices in/on **your vehicle** with an independent power source including but not limited to dashcams, telematics equipment and driver coaching technology, which are designed to improve road safety, enhance driver assistance, reduce accident frequency or severity, and/or assist with the defence of claims.

### Advanced driver assistance systems (ADAS)

Means any integrated in-vehicle safety systems, including those which use vehicle sensors to aid the driving process and/or reduce accident frequency and severity.

### Certificate of motor insurance

Means the certificate required by law to evidence the existence of the minimum compulsory insurance which describes who may drive the **vehicle** and the purpose for which it may be used.

### Damage

Means any immediate and permanent loss of, or any visible tangible or physical breakage alteration or change to, the **vehicle** that impairs its value, usefulness or normal function and damage to or loss of software within a **vehicle computer system**.

### Excess

Means the first part of each and every claim for which **you** are responsible. If more than one **vehicle** is involved in the same incident, the **excess** shown in the **schedule** shall apply to each **vehicle** separately.

### Finance company

Means the company **you** entered into a finance agreement with for the payment of the whole premium or part premium to **us**.

### Hazardous goods

Any goods of any nature and/or quantity that require carriage in accordance with:

- a) the European Communities (Carriage of Dangerous Goods by Road and Use of Transportable Pressure Equipment) Regulations 2011 (S.I. No. 349 of 2011);

- b) the European Communities (Carriage of Dangerous Goods by Road and Use of Transportable Pressure Equipment) (Amendment) Regulations 2013 (S.I. No. 238 of 2013);
- c) the European Communities (Carriage of Dangerous Goods by Road and Use of Transportable Pressure Equipment) (Amendment) Regulations 2015 (S.I. No. 31 of 2015);
- d) the European Communities (Carriage of Dangerous Goods by Road and Use of Transportable Pressure Equipment) (Amendment) (No. 2) Regulations 2015 (S.I. No. 288 of 2015);
- e) the European Communities ((Carriage of Dangerous Goods by Road and Use of Transportable Pressure Equipment) (Amendment) Regulations 2017 (S.I. No. 5 of 2017);
- f) the "Approved List of Dangerous Substance) as published by the Health and Safety Authority or any equivalent register of dangerous substances

### Insurance Disc

Means the disc required by law to be displayed by **you** on the windscreen of **your vehicle**.

### Licence

Means 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.

### Market value

Means the cost of replacing **your vehicle** with one of a similar age, condition and history as determined by reference to vehicle value websites and publications.

### Nuclear hazards

Means:

- a) any ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; and
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### Period of insurance

Means the period shown in the **schedule**.

## Policy

Means the contract of insurance formed of the documents described in the 'Policy Guide'

## Private car

Means a **vehicle** (including its **accessories, advanced driver assistance systems** and **vehicle computer system**) which is a passenger carrying **vehicle** not exceeding eight (8) seats (excluding the driver) mentioned by description, category or registration mark in the **schedule**.

## Section

Means a section of the **policy**, or a sub-section of the **section**, that forms part of the insurance contract.

## Schedule

Means the document which details **your** insurance, limits of cover and any applicable endorsements.

## Territorial limits

Means The Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, including sea transit between ports in these areas including the processes of loading and unloading; the territories detailed in Section **C – European cover**.

## Terrorism

Means an activity that involves a violent act or the unlawful use of force or an unlawful act dangerous to human life, tangible or intangible property or infrastructure or a threat thereof; and appears to be intended to:

- g) intimidate or coerce a civilian population;
- h) disrupt any segment of the economy of a government de jure or de facto, state, or country;
- i) overthrow, influence, or affect the conduct or policy of any government de jure or de facto by intimidation or coercion; or
- j) affect the conduct or policy of any government de jure or de facto by mass destruction, assassination, kidnapping or hostage-taking.

## Trailer

Means any articulated, semi-trailer or draw-bar trailer constructed and used for the primary purpose of being towed by a motor vehicle.

## Vehicle

Means any motor vehicle (including its **accessories, advanced driver assistance systems** and **vehicle computer system**) mentioned by description, category or registration mark in the **schedule** which is registered in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, unless otherwise agreed.

## Vehicle computer system

Means any computer software, middleware, firmware, program, hardware, electronic product or component, application, tool, code, script, interconnecting wiring, fixed disks and all components thereof, as well as any associated input and output device, data storage device, networking equipment, sensors, actuator, wireless communication device affecting the operation and running of the vehicle, with no independent power source and factory fitted, permanently in-built, or installed by the manufacturer at first registration, including but not limited to engine management systems, driver-assistance, safety, **ADAS**, security, infotainment and telecommunications; and does not include any **additional vehicle technology**.

## Virus

Means any computer malware, virus or similar mechanism, computer program or code, including but not limited to, any malicious software, file, ransomware, virus, boot sector virus, macro virus, hostile applet, Trojan horse program, java virus, ActiveX virus, worm, logic bomb or other executable program or code which initiates an event on infected computer equipment, causing modification of or damage to data, memory or data media or otherwise adversely affecting directly or indirectly the operation of or access to the **vehicle**, any **vehicle computer system** or any data or information therein.

## We/us/our/ourselves

Means the party specified as the insurer in the **schedule** and any other subscribing insurers.

## You/your/insured

Means the person(s) or company named in the **schedule**.

## Covered sections

Please see the **schedule** which sets out which of the following **sections** of this **policy** are applicable.

<b>Cover given</b>	<b>Sections applicable</b>
<b>Comprehensive</b>	All <b>sections</b> including <b>Section L – Legal expenses</b> where shown in the operative endorsements in the <b>policy schedule</b>
<b>Accidental damage, fire and theft only</b>	<b>Section B – Damage to your vehicle</b> <b>Section D – Trailer cover</b> limited to loss or damage only
<b>Third party fire and theft</b>	<b>Section A – Your legal liability to others</b> <b>Section B – Damage to your vehicle</b> limited to fire, lightning, explosion and theft or attempted theft only <b>Section C – European cover</b> <b>Section D – Trailer cover (whilst the trailer is attached)</b> <b>Section E – Unauthorised movement of third party vehicles</b> <b>Section F – Unauthorised use of your vehicle</b> <b>Section G – Unlicensed drivers (where a licence is not required by law)</b> <b>Section H – Loss of keys</b> <b>Section M - Additional vehicle technology</b> limited to theft or attempted theft only
<b>Third party only</b>	<b>Section A – Your legal liability to others</b> <b>Section C – European cover</b> <b>Section D – Trailer cover</b> <b>Section E – Unauthorised movement of third party vehicles</b> <b>Section F – Unauthorised use of your vehicle</b> <b>Section G – Unlicensed drivers (where a licence is not required by law)</b>
<b>Fire and theft only</b>	<b>Section B – Damage to your vehicle</b> limited to fire, lightning, explosion and theft or attempted theft only

## Section A – Your legal liability to others

### Indemnity to you

We will indemnify **you** in accordance with the terms of this **section** against **your** 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** (and including where the use of the **vehicle** giving rise to any such liability is adversely affected by the operation or failure of or malicious, unlawful or unauthorised interference with **your vehicle's computer system**):

- (a) while it 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 used for the carriage of **hazardous goods**; and
- (c) during the **period of insurance** and within the **territorial limits**;

which results in:

- (i) the death of 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:
  - i. six million five hundred thousand Euro (€6,500,000) in respect of any **vehicle** not being a **private car**;
  - ii. thirty million Euro (€30,000,000) in respect of a **private car**; or
  - iii. one million two hundred and fifty thousand Euro (€1,250,000) in respect of any **vehicle being used** for the carriage of **hazardous goods**.

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

### Indemnity to others

Cover under this **section** shall extend to cover:

#### **(a) Permitted drivers/users**

any person **you** allow to drive **your vehicle** provided their use is in accordance with **your certificate of motor insurance** and the provisions specified in the **schedule**;

#### **(b) Your passengers**

at **your** request any passenger or person (other than the person driving) whilst travelling in or getting into or out of the **vehicle**;

#### **(c) Vehicle owners**

at **your** request, the owner of the **vehicle**, where such **vehicle** is loaned, leased or hired to **you** (other than under a hire purchase agreement);

#### **(d) Representatives**

any executor, administrator or legal representative of **your** estate following **your** death, for any liability incurred by any person entitled to indemnity as a result of an accident involving a **vehicle**; and

#### **(e) Principals**

any principal for any legal liability incurred by **you** when using the **vehicle** for contract work on behalf of the principal so long as **you** have arranged with the principal for the conduct and control of all claims for which **we** may be liable to be vested in **us**.

### Contingent liability cover

We will indemnify **you** 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 provided that there is no other insurance in force covering the same liability.

### Legal defence costs

Where an indemnity is provided to **you**, or any other person covered under this **section** of the **policy**, in respect of any liability to a third party arising out of the use of **your vehicle**, then provided **our** prior written consent is obtained, **we** will pay legal costs, disbursements and expenses reasonably and necessarily incurred in dealing with or defending:

- (a) any civil claim for damages in respect of death, bodily injury or damage; and
- (b) any criminal proceedings, including in relation to the defence on any charge of corporate manslaughter, corporate homicide, manslaughter, or causing death by reckless or dangerous driving and including legal representation at any coroner's inquest or fatal accident inquiry;

arising out of the accident or incident giving rise to the liability indemnified under this **section**.

### Emergency medical treatment costs

We will pay for emergency medical treatment as required by any acts, laws or regulations which govern the driving or use of any motor vehicle in the Republic of Ireland and the United Kingdom arising out an accident involving a **vehicle**.



## Exclusions to Section A

Except where necessary to meet the requirements of any compulsory motor insurance legislation operating within the **territorial limits**, the following exclusions apply to this **section** in addition to the 'General Exclusions'

This **section** excludes:

### **Fines and penalties**

fines, penalties, punitive or exemplary damages intended to punish **your** wrong doing;

### **Injury from employment**

the death of or bodily injury to any person arising out of and in the course of that person's employment by any person entitled to indemnity under this **section**;

### **Injury to the driver**

the death of or bodily injury to any person driving the **vehicle** or in charge of it for the purpose of driving it;

### **Loading and unloading**

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

- (a) bringing of the load to the **vehicle** for loading on board; and
- (b) taking away of the load from the **vehicle** after unloading;

### **Mis-Delivery**

death, bodily injury or damage to property, arising directly or indirectly by the wrongful collection or delivery of a load, or where the load does not conform to the specification of the customer;

### **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;

### **Property owned or in custody**

- (a) loss of or damage to any premises (including its fixtures and fittings) or other property **you** or any other person claiming indemnity occupy or own or are responsible for;
- (b) loss of or damage to property belonging to or held in trust by you or in your custody or control or property being conveyed by **your vehicle**.

### **Tools of trade use**

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:

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

### **Towing**

- (a) death, bodily injury or damage to property where **your vehicle** is towing more **trailers** than permitted by law; and
- (b) damage to a **trailer** or disabled mechanically propelled vehicle being towed or for any load carried in or on it.

## Section B – Damage to your vehicle

### Indemnity to you

**We** will indemnify **you** for **damage** to **your vehicle** caused by:

- (a) accident;
- (b) malicious **damage** other than **you**, **your** employees or any person insured to drive under this **policy**;
- (c) fire, lightning, explosion;
- (d) Theft or attempted theft

during the **period of insurance**.

The maximum amount that **we** will pay is two million five hundred thousand Euro (€2,500,000) in connection with any one occurrence or series of occurrences arising out of any one event during the **period of insurance**.

In respect of any **damage**, at **our** option **we** will:

- (a) pay the reasonable costs to repair **your vehicle**; or
- (b) replace **your vehicle** with one of a similar type, age and condition; or
- (c) pay **you** up to the **market value** of the **vehicle** immediately prior to the **damage** to **your vehicle**,

provided that **we** will not pay more than:

- (a) the lesser of the **market value** of **your vehicle** subject to the **damage** or the price **you** paid for **your vehicle**; or
- (b) the manufacturer's list price for any replacement component part or **accessory**.

### Recovery and redelivery

If **your vehicle** is disabled as a result of loss or **damage** insured by this **section**, **we** will indemnify **you** for the reasonable costs of protection and removal of **your vehicle** to the nearest suitable repairers and the reasonable cost of delivery to **you** in the United Kingdom after repair.

### Electric vehicles-leased batteries

In the event of loss or **damage** under this **section**, **we** will indemnify **you** for any payment **you** have to make to the owner of **your vehicle's** battery, if the battery is leased or hired to **you**.

### Misfuelling

If **your vehicle** is accidentally misfuelled, **we** will indemnify **you** for the cost of:

- (a) draining the fuel;
- (b) cleansing the fuel tank; and
- (c) any other **damage** to **your vehicle** caused as a direct result of the misfuelling,

except that **we** shall not be liable for any **damage** caused when driving the **vehicle** knowing it had been misfuelled.

### New for old

**We** will replace **your vehicle** with a new one of the same make, model and specification subject to **your** consent and that of other interested parties known to us provided that **your vehicle** is either a **private car** or a commercial vehicle with a gross vehicle weight of 7.5 tonnes or less and within one year of registration and has been owned by **you** or bought under a hire purchase agreement or was leased or hired by **you** from registration and has:

- (a) been stolen and not recovered within twenty-eight (28) days; or
- (b) sustained **damage** to the extent that the cost of repair exceeds fifty percent (50%) of the manufacturer's list price at the time of purchase.

If we replace **your** vehicle with a new one the lost or **damaged** vehicle shall be **our** property. If a replacement vehicle is not available, then the most **we** will pay is the **market value** of the **vehicle** immediately prior to the **damage**.

### Replacement child seat

**We** will pay **you** up to one hundred Euro (€100) towards the replacement of a child seat whether visibly damaged or not, following an accident in a **vehicle** covered under this **section**.

## Exclusions to Section B

The following exclusions apply to this **section** in addition to the 'General Exclusions'

This **section** excludes:

### Excess

- (a) the first amount of each and every claim as specified in the **schedule**; and
- (b) any additional **excess** as set out in the table below, if the **vehicle** is being driven by or in the charge of a young or inexperienced person.

These amounts are in addition to any other **excess** which may apply as otherwise specified in the **schedule**.

Driver/Person in charge	Additional excess
Under twenty- one (21) years of age	Four hundred Euro (€400)
Twenty- one (21) years of age or over, but under twenty- five (25) years of age	Two hundred and fifty Euro (€250)
Over twenty- five (25) years of age when that person has not held a full driving <b>licence</b> to drive a vehicle of the same class for twelve (12) months or holds a provisional driving <b>licence</b> .	Two hundred and fifty Euro (€250)

### Carriage of hazardous goods

any loss or **damage** while **your vehicle** is being driven or used for the carriage of **hazardous goods** except where **you** have obtained **our** prior written consent.

### Damage to tyres

any **damage** to tyres due to the application of brakes, side slips, cuts, bursts or punctures or similar, except as a direct result of an accident involving **your vehicle**.

### Deception

any loss by fraud or false representation.

### Diminution in value

any reduction in value of **your vehicle** following repair.

### Fuel

loss of fuel by any means.

### Loss of use

any loss of use or other form of indirect loss not covered by this **section**.

### Mechanical or electrical breakdown

electrical, electronic or mechanical breakdown to the **vehicle** or any part thereof caused by:

- a) driver error, incompetence or neglect of the **vehicle**; or
- b) a gradually operating cause;

### Obsolete spare parts

any amount in excess of the price shown in the manufacturer's last list price at the date of the loss or **damage** where that part or **accessory** is unobtainable or obsolete in pattern;

### Pressure waves

any **damage** directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;

### Subsequent damage

any additional **damage** resulting from the **vehicle** being moved by **you** after an accident or fire or theft;

### Wear and tear (betterment)

wear and tear or depreciation or that part of repair that increases the **market value** of **your vehicle** beyond its **market value** immediately before the loss or **damage**;

### Vehicle Computer System

any loss or **damage** to or impairment in the function of the **vehicle computer system** arising out of, caused by, contributed to, resulting from or in connection with any actual, threatened or anticipated criminal, unauthorised or malicious act, hack, denial of service attack or deployment of any **virus**, ransomware, code or software.

### Vehicle security

theft or attempted theft where:

- (a) all locks have not been engaged;
- (b) any windows have been left open;
- (c) the immobiliser is either not working or has not been activated;
- (d) the keys or other removable ignition devices have been left in or on the **vehicle**;
- (e) any software, application or any connected device used to remotely operate the **vehicle** is left unlocked and unattended.

### **Fire brigade charges**

**We** will indemnify **you** for liability to pay charges levied under the Fire Services Act 1981 as amended:

- (a) to control or extinguish a fire in **your vehicle**;
- (b) to remove the driver or passengers from **your vehicle** by the use of cutting or specialist equipment.

Provided always that:

- (c) the circumstances give rise to a valid claim under the **policy**
- (d) we will not pay more than two thousand Euro (€2,000).

### **Condition applicable to Section B**

If **your vehicle** is lost or **damaged** beyond economical repair, the **vehicle** will become **our** property for disposal in accordance with the Code of Practice for the Disposal of Motor Vehicle Salvage and where **we** request so, **you** must provide **us** with:

- (i) the current Vehicle Registration certificate;
- (ii) the current NCT certificate, where applicable; and
- (iii) all keys to the **vehicle**; and
- (iv) the **vehicle** purchase receipt; and
- (v) any other items **we** may reasonably require.

## Section C – European cover

### Automatic minimum cover

**Your policy** provides the minimum insurance necessary to comply with the laws on compulsory insurance of motor vehicles in any country in which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the EU directive in relation to civil liabilities arising from the use of motor vehicles (No. 72/166/CEE).

Where the minimum insurance in a country where the accident occurred is less than that provided under Irish law, then **we** will provide indemnity up to the requirements of Irish law.

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

### Extended cover

If the **vehicle** is a **private car** or a commercial vehicle with a gross vehicle weight of 7.5 tonnes or less **we** will indemnify **you** for the cover set out in the **schedule** whilst in or travelling between:

- (a) the **territorial limits**; and
- (b) any member country of the European Union; and
- (c) Iceland, Norway and Switzerland.

**Your certificate of motor insurance** should be sufficient evidence of insurance in the above countries, however **we** will issue an International Motor Insurance Card (Green Card) free of charge if **you** request this.

### Green Card

If **your vehicle** is travelling in Europe or other countries listed on the Green Card but outside the countries listed in the Extended Cover clause of this **section**, then at **your** request **we** will extend **your** insurance to include the territories listed in the Green Card subject to acceptance of any additional terms **we** may require and payment of any additional premium.

**We** will also indemnify **you** for sea or rail transit between ports in the countries specified in the Extended cover clause of this **section** including loading and unloading, provided that such transit is:

- (a) by any recognised sea passage;
- (b) of a duration no longer than 65 hours; and
- (c) concluded before expiry of the period of the Green Card.

### Sea losses

**We** will indemnify **you** against any general average contribution, salvage, sue and labour charges incurred provided that:

- (a) the **vehicle** is insured for **damage** under **Section B – Damage to your vehicle**; and
- (b) the contribution relates to the **market value** of the **vehicle**.

### Customs duty

If **your vehicle** suffers any loss or **damage** covered by this **policy** **we** will indemnify **you** for any enforced customs and excise duty resulting from the temporary importing of **your vehicle** into any of the countries where **you** have insurance.

## Section D – Trailer cover

This **section** is an extension to **section A** and/or **B** and any relevant terms and conditions of those **sections** shall apply to this **section**.

### **Attached trailers**

Any **trailer** owned, hired, leased or used by **you** will be insured under all **sections** provided it is attached to a **vehicle** insured under the **policy**.

### **Detached trailers**

Where the **trailer** is:

- (a) temporarily detached from **your vehicle** during the course of a journey; or
- (b) out of use on **your** secured premises or **your** customers' secured premises,

**we** will indemnify **you** in respect of use of the **trailer** under **Section A – Your legal liability to others** only.

### Exclusions to Section D

Except where necessary to meet the requirements of any compulsory motor legislation operating within the **territorial limits**, the following exclusions apply to this **section**. in addition to the 'General Exclusions'

This **section** excludes:

#### **Excess**

the amount of any **excess** applicable to **Section B – Physical damage to your vehicle** as shown in the **schedule**;

#### **Exclusions under other sections**

any loss or **damage** in respect of any exclusions stated in **Section A – Your legal liability to others** and **Section B – Damage to your vehicle**.

#### **Property being conveyed**

loss or damage to property being conveyed on the **trailer**.

## **Section E – Unauthorised movement of third-party vehicles**

We will indemnify **you** for **your** liability under **Section A – Your legal liability to others** arising from an accident whilst moving a vehicle that does not belong to **you** which is obstructing the legitimate passage or the loading or unloading of **your vehicle**.

This **section** is an extension to **Section A** and any relevant terms and conditions of **Section A** shall apply to this **section**.

### **Exclusions to Section E**

The following exclusions apply to this **section**, in addition to the 'General Exclusions'

This **section** excludes:

#### **Movement by non-employees**

movement of **vehicles** other than by **you** or **your** employees.

## **Section F – Unauthorised use of Your Vehicle**

We will indemnify **you** for **your** liability under **Section A – Your legal liability to others** only arising from the unauthorised use of **your vehicle** by **your** employees.

This **section** is an extension to **Section A** and any relevant terms and conditions of **Section A** shall apply to this **section**.

### **Exclusions to Section F**

The following exclusions apply to this **section**, in addition to the 'General Exclusions'

This **section** excludes:

#### **Compliance with policy restrictions**

any liability incurred where **you** have failed to take all reasonable precautions to ensure **your** employees are made aware of and comply with restrictions applicable to the use of **your vehicles**.



## **Section G – Unlicensed drivers (where a licence is not required by law)**

We will indemnify **you** under all **sections** for any liability, loss or **damage** arising out of **your vehicle** being driven by (or being in the charge of for the purpose of being driven by) an unlicensed driver when a **licence** is not required by law.

This **section** is an extension to **section A** and/or **B** and any relevant terms and conditions of those **sections** shall apply to this **section**.

### **Exclusions to Section G**

The following exclusions apply to this **section**. in addition to the 'General Exclusions'

This **section** excludes:

#### **Non qualifying drivers**

any liability loss or **damage** while the person driving is not:

- (a) driving on **your** order or with **your** permission;  
and
- (b) of an age to hold a **licence** applicable to the type of vehicle being driven.

## Section H – Loss of keys

In the event that the keys or lock transmitter of **your vehicle** are lost or stolen and provided that the loss has been reported to the police **we** will pay **you** up to one thousand two hundred Euro (€1200) after the deduction of any **excess** applicable to **Section B – Damage to your vehicle** towards the cost of replacing the door locks, boot lock, the ignition or steering lock, the lock transmitter and central locking interface and recoding any alarm system.

This **section** is an extension to **Section B** and any relevant terms and conditions of **Section B** shall apply to this **section**.

### Exclusions to Section H

The following exclusions apply to this **section**, in addition to the 'General Exclusions'

This **section** excludes:

#### **Excess**

The **damage excess** shown in the **schedule** shall apply to each and every claim under this **section**.

## **Section I – Medical expenses**

In respect of any accident involving **your vehicle** indemnified under any **section**, **we** will pay **you**, the driver, or any passenger travelling in **your vehicle**, who is injured in the accident, up to five hundred Euro (€500) per person for medical expenses. The most **we** will pay for all claims arising out of one accident is two thousand Euro (€2000).

This **section** is an extension to **section A** and/or **B** and any relevant terms and conditions of those **sections** shall apply to this **section**.

## **Section J – Personal effects**

At **your** request **we** will pay up to five hundred Euro (€500) for loss of or damage to the personal effects of the driver and any passenger being carried in or on any **vehicle**, not exceeding sixteen (16) seats (excluding the driver) provided that the loss occurs as part of an incident for which **we** provide indemnity under this **policy**.

At **your** request, **we** will make payment directly to the owner of the lost or damaged property.

This **section** is an extension to **section A** and/or **B** and any relevant terms and conditions of those **sections** shall apply to this **section**.

### **Exclusions to Section J**

The following exclusions apply to this **section**, in addition to the 'General Exclusions' This **section** excludes:

#### **Excess**

the first fifty-five Euro (€55) of any loss or damage.

#### **Excluded items**

- (a) money, credit or debit cards, tickets, jewellery; documents and securities;
- (b) audio and video equipment and media, mobile phones, computers and tablets;
- (c) trade goods samples or tools; and
- (d) any other property elsewhere insured.

#### **Vehicle security**

any loss or damage where the **vehicle** is not locked when left unattended.

## **Section K – Personal accident**

At **your** request **We** will indemnify **you** for **your** liability under **Section A – Your legal liability to others** if the driver of **your vehicle** is accidentally injured in direct connection with an accident whilst travelling in, or getting onto or out of **your vehicle** up to a limit of:

- (a) Six thousand Euro (€10,000) in respect of any one incident; or
- (b) Six thousand Euro (€10,000) in respect of any one **period of insurance**;

provided that:

- (c) within thirteen (13) weeks of the accident the injury causes the death, loss of limb (including irrecoverable loss of use of any limb) or irrecoverable loss of all sight in one or both eyes of the driver; and
- (d) the driver is over twenty-one (21) years of age and under seventy (70) years of age on the date of the accident.

**We** will make payment directly to the driver or their legal representative.

This **section** is an extension to **Section A** and any relevant terms and conditions of **Section A** shall apply to this **section**.

### **Exclusions to Section K**

The following exclusions apply to this **section** in addition to the 'General Exclusions'

This **section** excludes:

#### **Suicide or self-harm**

any injury or death where actual or attempted self-harm or suicide (or any attempt of self-harm or suicide) by the driver of **your vehicle** contributes to the injury or death.

#### **Alcohol or drugs**

any injury or death where alcohol or drug use by the driver of **your vehicle** forms a contributing factor.

## Section L - Additional vehicle technology

In respect of any accident involving **your vehicle** indemnified under **section B - Damage to your vehicle**, we will pay up to two hundred and fifty Euro (€250) for loss or damage to **additional vehicle technology** in or on **your vehicle**.

This **section** is an extension to **section B** and any relevant terms and conditions of **section B** shall apply to this **section**.

### Exclusions to Section L

The following exclusions apply to this **section** in addition to the 'General Exclusions'

This **section** excludes:

#### **Excess**

the first fifty Euro (€50) of any loss or damage;

#### **Vehicle security**

any loss or damage where:

- (a) all locks have not been engaged;
- (b) any windows have been left open;
- (c) the immobiliser is either not working or has not been activated;
- (d) the keys or other removable ignition devices have been left in or on the **vehicle**;
- (e) any software, application or any connected device used to remotely operate the **vehicle** is left unlocked and unattended.

## General exclusions

This **policy** excludes the following:

### **Aircraft and aircraft sites**

Any loss, **damage** or liability caused by, attributable to, or arising from the presence of **your vehicle** in any premises or area to which any aircraft has access, including, but without limitation, an airport or airfield and the service roads within their perimeter and boundary roads, except where necessary to meet the requirements of any compulsory motor insurance legislation operating within the territorial limits.

### **Contractual liability**

Any liability arising from a contract or agreement which would not have arisen in the absence of such a contract or agreement.

### **Data loss and connected devices**

Any loss, **damage** or liability arising out of the loss of, or the re-installing, recovering, replicating or replacing of data of any type held or stored on any **vehicle computer system, additional vehicle technology, accessory** or connected device. This exclusion shall not operate to exclude cover expressly granted under **Section H -Loss of keys** or **Section M – Additional vehicle technology**.

### **European jurisdiction**

A judgment or order by a court of competent jurisdiction enforcing the judgment of a foreign court which is outside the **territorial limits** of the **policy** or the countries specified under **Section C – European Cover**.

### **Data protection liabilities**

Any liability which arises under the DPA or GDPR.

### **Intentional / Unlawful Acts**

any loss, **damage** or liability which arises from the direct or indirect use of a vehicle by **you** or any person insured to drive under this **policy** with the intent to:

- (i) cause damage to other vehicles or property; or
- (ii) cause Injury, (including fatal injury), to any person(s); or
- (iii) put any person(s) in fear of injury.

### **Nuclear hazards**

Any liability that attaches by or arising from **nuclear hazards**.

### **Racing**

Any loss, **damage** or liability occurring while the **vehicle** is being used for pace making, rallying,

competitions, speed tests or being driven on any racetrack, circuit or any other prepared course or derestricted toll road including but not limited to the Nürburgring Nordschleife.

### **Riot or civil commotion**

Any loss, **damage** or liability caused by riot or civil commotion occurring outside Republic of Ireland, Great Britain, the Channel Islands and the Isle of Man.

### **Software**

Any loss, **damage** or liability arising out of, caused by, contributed to, resulting from, or in connection with:

- (a) any unauthorised software alteration made by **you** or any other person where **you** had knowledge of the alteration; or
- (b) **your** failure to install software updates as recommended by the vehicle manufacturer or distributor that **you** knew or ought reasonably to have known were critical to the proper operation of the **vehicle computer system** and the **vehicle** or the safety of the **vehicle**.

### **Terrorism and war**

Any loss, **damage** or liability arising directly or indirectly out of:

- (a) **terrorism**, or
- (b) war, invasion, acts of foreign enemies, hostilities or war like operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power or confiscation by order of any public authority or government de jure or de facto or martial law

except so far as is necessary to meet the requirements of the laws relating to the compulsory insurance of motor vehicles in any country to which this **policy** applies.

### **Unlicensed use**

Except as expressly covered under **Section G – Unlicensed drivers (where a licence is not required by law)** any loss, **damage** or liability while **your vehicle** is being driven or used by anyone who:

- (a) does not hold a **licence** to drive the **vehicle** for the use required or has had the **licence** to drive the **vehicle** revoked; or
- (b) has held but is currently disqualified from holding or obtaining such a **licence**; or
- (c) does not fully comply with the conditions of their **licence**.

## Unsafe load

Any loss, **damage** or liability whilst:

- (a) any load in or on the **vehicle** is not being conveyed safely; or
- (b) the **vehicle** is conveying a load in excess of:
  - (i) that for which it was constructed; or
  - (ii) the maximum carrying capacity that **you** have advised **us** of;

whichever is the lower.

## Use

Except as expressly covered under **Section F – Unauthorised use of your vehicle**, or while in the custody of a motor trader for service or repair, any loss, **damage** or liability while **your vehicle** is being:

- (a) driven other than in accordance with the provisions of the **certificate of motor insurance** or used other than for the purposes specified in the **schedule**; or
- (b) driven by anyone without **your** permission.



## Claims conditions and requirements

### Claim/accident notification

If **your vehicle** is involved in an accident or incident, or **you** or any person entitled to claim under this **policy**, is involved in an accident or incident that may result in a claim against **you** or under the **policy**, then regardless of blame, **you** must:

- (a) report the details of any such accident or incident to **us** immediately. Details of how to contact **us** are set out in the 'Policy Guide'.
- (b) immediately send to **us** any letter of claim, claim form, application to Personal Injuries Assessment Board, summons or other legal document or any other communication received in connection with any accident or claim;
- (c) inform **us** immediately upon **your** first awareness of any pending prosecution, coroner's inquest or fatal inquiry; and
- (d) notify the An Garda Síochána as soon as possible of any criminal act, including theft, or **damage** by attempted theft and give the police all assistance necessary;

### Your duties

For every claim against **you** or under this **policy**, **you** and any person acting on your behalf must:

- (a) give **us** access to the **vehicle** involved in any accident or incident for inspection by **us** or anyone appointed by **us**;
- (b) not affect any repairs to a **damaged vehicle** without **our** prior agreement.
- (c) not destroy evidence or supporting information or documentation without **our** prior agreement;
- (d) allow **us**, in **your** name, or in the name of anyone entitled to indemnity under this **policy**, to have full control in the conduct of all matters arising from an accident or incident giving rise to a claim (including any amount within any **excess** or self-insured retention) including in respect of all negotiations, defence, settlement and recoveries;
- (e) co-operate with **us** and **our** appointed agents and provide all assistance and information as **we** may reasonably require in relation to the claim, including providing any evidence, proofs or information as may reasonably be required together with (if demanded) a statutory declaration

of the truth of the claim and any matters connected with it;

- (f) always act honestly;
- (g) undertake or permit to be undertaken all tasks reasonably practicable to minimise any loss, **damage** or liability; and
- (h) not make any admission of liability or offer or promise of payment without our prior agreement.

### Our rights

- (a) **We** will have conduct of any potential insured claim which may be subject to an indemnity and **we** shall be permitted to take over the defence or settlement of any claim in **your** name.
- (b) **We** may at any time pay the limit of indemnity or limit of liability (after deduction of any sums already paid) or such lesser sum for which the claim can be settled and will relinquish the conduct and control of the claim and thereafter be under no further liability except (where payable under the relevant **section**) for payment of defence costs incurred prior to the date of payment.

### Subrogation

- (a) Except where expressly provided otherwise elsewhere in the **policy**, **you** and any person acting on **your** behalf must not waive any rights of recourse or recovery against any other person relating to an occurrence, loss or suit that may give rise to a claim.
- (b) **You** or any other party insured by the **policy** shall, at **our** request and expense undertake such acts as may be required for the purpose of enforcing any rights and remedies regardless as to whether **we** have indemnified **you**.

## General terms

### Stamp Duties Consolidation Act 1999

The appropriate stamp duty has been or will be paid by us in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

### Language

This policy and all communication between **you** and **us** will be in English.

### Reasonable precautions

**You** must take all reasonable precautions to maintain **your** vehicle and **your** trailer in both a safe and roadworthy condition and protect it from damage or loss.

### Submissions and Proposal Form

It is a condition precedent to **us** having any liability to **you** under the **policy** that a proposal form is completed at the inception of the insurance and that all answers in any submission and/or proposal form submitted, and declarations made are true and complete in every respect.

If you fail to complete a proposal form with 14 days of inception, **we** will cancel the **policy** in line with the cancellation term below.

If you fail to provide true and complete answers in any submission or proposal form or make a false declaration, **we** may treat this **policy** as being void and terminated from inception.

### Duty of disclosure

**You** must disclose to **us** at inception all material facts that may influence our decision to enter into this **policy** with **you**.

If **you** fail to disclose to **us** all such material facts **we** may treat this **policy** as being void and terminated from inception.

### Cancellation

**You** may cancel this **policy** at any time by giving notice to **your** broker in writing.

**We** will return a pro-rata share of the premium provided that there have been no:

- (a) claim(s) made under the **policy** for which **we** have made a payment; or
- (b) claim(s) made under the **policy** which are still under consideration; or
- (c) incident(s) which **you** are aware of and are likely to give rise to a claim which has already been or is yet to be reported to **us** during the current **Period of Insurance**.

In addition to **our** rights under the Instalment Premium payment clause, **we** may cancel this **policy** by giving **you** seven (7) days' notice by recorded delivery to **your** correspondence address shown in the **schedule**, including where the information provided by you in the proposal form renders the risk no longer acceptable for us to cover. Unless otherwise stated in this **policy**, if **we** cancel this **policy**, **we** will return a pro-rata share of the premium to **you**.

If any part of the premium was paid with a finance agreement and at the time of cancellation there remains an outstanding balance under the agreement, **we** may deduct from the return premium any outstanding amount due to the **finance company** that **you** would otherwise have to pay them. **We** will then return to **you** the return premium less the amount paid to the **finance company**.

### Changes during the policy period

**You** must tell **us** of any alterations or changes to **your** vehicles, the **driver** details, **your** business, or any of the details that may affect the risks insured which occur during the **period of insurance** if **you** require them to be covered by this **policy**.

### Contract (Rights of Third Parties) Act 1999

This insurance does not confer or create any right enforceable under the Contract (Rights of Third Parties Act) 1999 or any amending or subsequent legislation, by any person who is not named as insured and both **we** and **you** may amend, cancel lapse this insurance without giving notice to, or requiring the consent of any other third party.

### Insurance Act 1936

All monies which become or may become due or payable by us under this policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

### Fraudulent claims

If **you** or anyone acting on **your** behalf makes a fraudulent claim under this **policy**, **we**:

- (a) are not liable to pay the claim;
- (b) may recover any part of the claim already paid from **you**; and
- (c) may by notice to **you** treat this **policy** as having been terminated from the time of the first fraudulent act and shall not be liable in respect of a relevant event occurring after that time and may retain any premium.

These remedies shall not be available against any other entity insured under this **policy** that was not implicated in the fraud.

## Hire purchase agreement

If a **vehicle** is the subject of a hire purchase or other credit purchase agreement, payment in respect of the total loss of the **vehicle** under this **policy** shall be made to the legal owner whose receipt shall be a full and final discharge of **our** liability in respect of such loss or **damage**.

## Instalment premiums

Where the premium or any part thereof was paid with the benefit of a finance agreement and there remains sums outstanding (whether or not the date for payment of the said sums or any part thereof has fallen due) by **you** to the **finance company**) **we** may at **our** option deduct all or any part of the sums outstanding between **you** and the **finance company** from any claims settlement due in respect of a loss under this **policy**, provided the sum thereby deducted is paid directly by **us** to the **finance company**.

Where **we** have agreed to the payment of premium(s) by instalments, if any instalment is not received by **us** on or before its due date, then all unpaid instalments and service fees shall become immediately due. Should the full premium and service fee not be paid within seven (7) days of **us** giving written notice of non-payment, this **policy** will be cancelled immediately upon the expiry of such notice. Following such cancellation, provided that there have been no claims in the current **period of insurance**, **you** will be entitled to a pro-rata return of premium.

**We** may at **our** own option deduct any outstanding premiums due from any claims settlement due in respect of a loss under this **policy**.

## Joint indemnity/cross liability

If this **policy** is issued in the name of more than one party, the insurance provided by this **policy** shall apply as if separate policies had been issued to each of the parties jointly named as the insured but **our** total liability for all claims shall not exceed the limits of Indemnity stated in this **policy**.

## The National Fleet Database data protection

Information relating to the **policy** details will be added to the National Fleet Database (NFD) in accordance with the Road Traffic Act 2010 and the data stored on it made available to the Minister for Transport, An Garda Siochana and the Motor Insurers' Bureau of Ireland and all other statutory bodies or parties permitted by law for purposes permitted by law for purposes not limited to but including:

- (a) electronic licensing;
- (b) continuous insurance enforcement;

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

If **you** are involved in a road traffic accident (either in the Republic of Ireland, the UK, the EU or certain other territories) insurers and/or the MIBI may search the NFD to obtain relevant information.

Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the NFD.

## Non-contribution

**We** shall not be liable for any contribution towards a claim arising under this **policy** where there is any other insurance covering the same liability, loss, damage or injury.

## Privacy notice

Any personal data provided to **us** will be processed in compliance with all applicable laws and regulations and in accordance with the privacy notice which can be found at: <https://qbееurope.com/privacy-policy/>

Alternatively **you** may contact **our** Data Protection Officer to request a copy of the full privacy notice by email: [dpo@uk.qbe.com](mailto:dpo@uk.qbe.com) or by writing to the: Data Protection Officer, QBE European Operations, 30 Fenchurch Street, London EC3M 3BD.

## Reasonable precautions

**You** must at **your** own cost take all reasonable precautions to:

- (a) maintain **vehicles** and **trailers** in both a safe and roadworthy condition;
- (b) ensure that any **ADAS** technology in the **vehicle** is professionally recalibrated following an accident, so as not to compromise its future performance; and
- (c) ensure that the software supporting any **vehicle computer system** is maintained according to the recommendations of the **vehicle** manufacturer or software provider.

## Records

**We** may hold documents relating to this **policy** and any claims under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as and carry the same weight as the original.

## Right of recovery

In circumstances in which **we** are entitled to refuse indemnity to you under the **policy** but are obliged by provision of the law of any territory in which this **policy** operates relating to the insurance of liability to third parties to make payment to a party who has suffered loss and/ or damage, **you** shall repay to **us** on demand all such sums **we** are obliged to pay.

## Sanction limitation and exclusion

**We** shall not provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** or any member of **our** group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

## Supply of vehicle information

Unless otherwise agreed by us, you must supply to us in writing details of the vehicle(s) whose use is covered by your policy for entry onto the National Fleet Database.

If you have been provided with a unique identifier to update your motor insurance database records you will include details of any vehicle(s) in your control.

Additionally, you must tell us of all changes of vehicle(s), including any additions or deletions, whether permanent or temporary. Such changes may be subject to an adjustment of premium.

At the end of each successive period as specified by the endorsements in your policy schedule your premium will be adjusted accordingly.

## Dispute resolution

In the event of a dispute or complaint regarding this insurance, if eligible, **you** have the right to refer the matter to the Financial Services Ombudsman Bureau in accordance with the complaints clause of this **policy**.

Alternatively, all disputes which may arise under or in relation to this **policy**, or to its existence, validity or termination including any claim shall be referred by either party to a sole arbitrator to be appointed in default of agreement between the parties by the President of the Law Society of Ireland in accordance with the Arbitration Act 2010. The language of the arbitration shall be English and the law applicable to and in the arbitration and governing all disputes shall be Irish law. The determination of the arbitrator will be final and binding on both parties.

The making of a final un-appealed arbitration award will be a condition precedent to any right of action, suit or other legal proceeding against **us**. **Our** sole obligation in such circumstances shall be to pay such sums as may be directed by an award.

The parties agree to perform **their** respective continuing obligations under this insurance, if any, while the dispute is resolved unless the nature of the dispute prevents such continued performance of those obligations.

If you have not referred to arbitration a dispute arising (including any disclaimer of liability under the **policy**) within 12 months of such dispute so arising any claim under the **policy** to which such dispute relates will be deemed abandoned and not recoverable after such 12 month period.

# How to Complain

## Complaints to QBE

You can complain about this **policy** by first contacting **your** broker or where **your policy** is insured by QBE Europe SA/NV, QBE UK Limited or where your insurer is or includes a Lloyds syndicate write to:

How you can complain You can complain about this policy by first contacting the broker. If you wish to contact us directly you can:

- (a) where the insurer is QBE Europe SA/NV write to Customer Relations, QBE Europe SA/NV, Regentlaan 37 Boulevard du Régent, 1000 Brussels, Belgium.  
e-mail: [complaints@be.qbe.com](mailto:complaints@be.qbe.com)  
telephone: +32 2 504 82 11  
or fax: +32 2 504 82 00
- (b) where the insurer is QBE UK Limited or the insurer is or includes a Lloyds syndicate, write to Customer Relations, QBE European Operations, 30 Fenchurch Street, London EC3M 3BD.  
email: [CustomerRelations@uk.qbe.com](mailto:CustomerRelations@uk.qbe.com)  
telephone 020 7105 5988; or

If you feel that your complaint has not been satisfactorily resolved, you may be eligible either to contact the Irish Financial Services and Pensions Ombudsman (FSPO) or the UK Financial Ombudsman Service (FOS) to review the complaint.

## The Financial Services and Pensions Ombudsman (FSPO)

To be an eligible complainant, you must be:

- (a) a private individual/personal customer; or
- (b) a limited company, charity, club, trust or partnership with an annual turnover of less than €3,000,000 (three million Euro).

If eligible, you can contact the FSPO via its website: [www.fspo.ie](http://www.fspo.ie), email: [info@fspo.ie](mailto:info@fspo.ie), write to the Financial Services and Pensions Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, or telephone +353 1 567 7000.

The FSPO will only consider a complaint if you are an eligible complainant and you have first made a formal complaint to us and given us an opportunity to resolve it.

The FSPO provides impartial advice free of charge and contacting them will not affect your legal rights.

## The UK Financial Ombudsman Service (UK FOS)

If **you** feel that **your** complaint has not been satisfactorily resolved, **you** may be eligible to contact the UK FOS to review the complaint. Information about the eligibility criteria is available on the UK FOS website:

<https://www.financial-ombudsman.org.uk/consumers/complaints.htm>

You can contact the UK FOS via its website, or write to the UK FOS, Exchange Tower, London E14 9SR, Tel: (0)800 023 4567.

## Financial Services Compensation Scheme (FSCS)

You may be entitled to compensation from the FSCS if we are unable to meet our obligations under the policy.

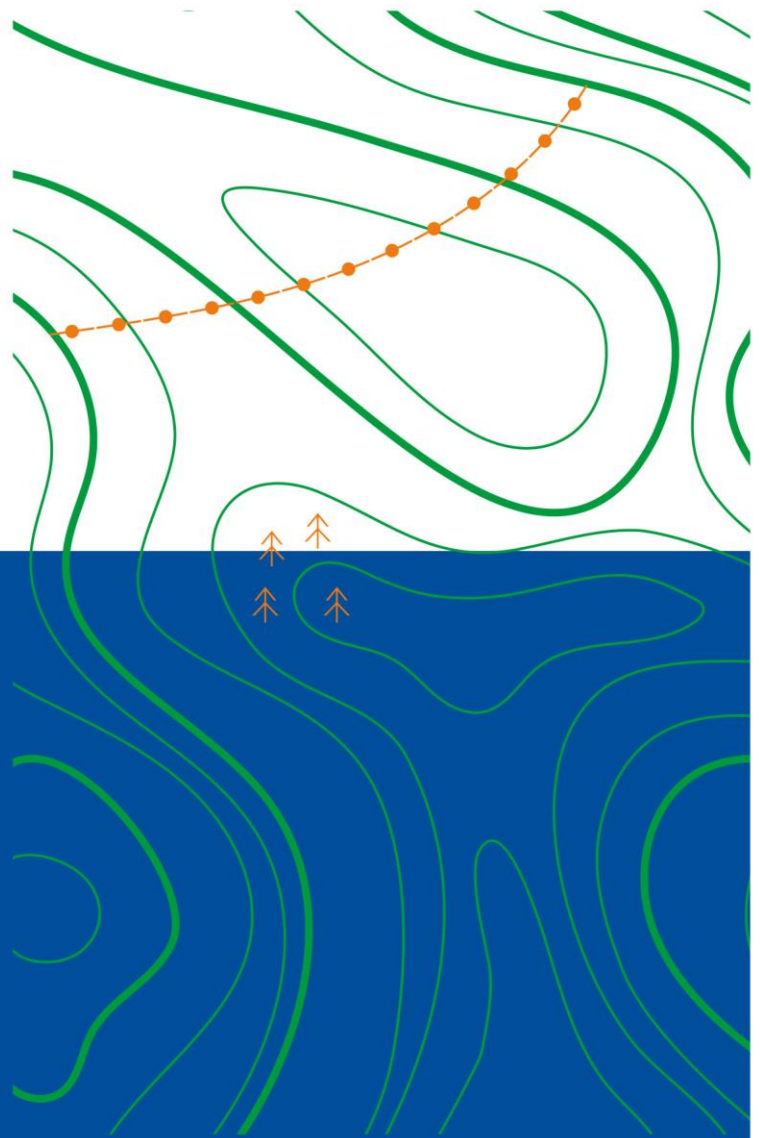
Further information is available from [www.fscs.org.uk](http://www.fscs.org.uk), or you can write to: Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY

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