



# FleetFirst

Policy



## Making a claim

The Company aim is to get the Insured back on the road as quickly as possible and as we believe that making a claim should be easy the Company Motor Claims Assist Team are available 24 hours a day 365 days a year to assist with the Insureds queries.

1. Telephone the Company Motor Claims Assist Team on LoCall no. 1890 92 42 28 with the first notification of the Insureds claim. They will advise the Insured what to do next and issue all appropriate documentation immediately.
2. Where comprehensive cover applies the Insured may avail of the Company Priority Repairer Network. In the event that the vehicle is unfit to drive the Repairer will arrange to tow the vehicle to a place of safekeeping. This will safeguard the vehicle from further damage from vandals or against theft of parts. Repairs can commence immediately. If a Priority Repairer is not used obtain an estimate and advise us immediately and we will appoint an assessor if necessary.
3. When repairs have been completed pay any contribution for which the Insured may be responsible and then take delivery or collect the Insured vehicle

**(PLEASE READ THIS POLICY AND THE CERTIFICATE WHICH FORMS AN INTEGRAL PART OF THE POLICY) TO ENSURE THAT IT MEETS THE INSURED'S REQUIREMENTS**

RSA, RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16.

Telephone: 1890 290 100

Facsimile: (01) 290 1001

RSA Insurance Ireland DAC (herein called the Company) and the Insured agree that This Policy the Schedule (including any Schedule issued in substitution)

The Certificate of Insurance and any Memoranda shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears

The Proposal and any information supplied by the Insured shall be incorporated in the contract

The Company will provide the insurance described in this Policy subject to the terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and

the Company shall agree to accept the premium

All monies which become payable by the Company under this policy shall in accordance with Section 93 of the Insurance Act 1936 be paid in the Republic of Ireland All amounts in this Policy are in Euro unless specifically stated to the contrary

Stamp Duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act, 1999 (as amended) Provided that this Policy shall not be in force unless it has been initialled by an authorised official of the Company

RSA is a registered business name of RSA Insurance Ireland Designated Activity Company (DAC). RSA Insurance Ireland DAC trading as RSA is regulated by the Central Bank of Ireland and is a private company limited by shares registered in Ireland under number 148094 with registered office at RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16. Tel: 1890 290 100.

Outside Ireland Tel:+ 353 1 290 1000

## DEFINITIONS

The words listed below carry the same meaning wherever they appear in the Policy if they commence with a capital letter and their meaning is not varied by a definition in a particular Section

### **Agricultural Vehicle**

Agricultural Vehicle shall mean any tractor or self-propelled implement used solely for agricultural or forestry purposes

### **Accessories**

Accessories shall mean audiovisual recording or reproduction equipment and communication or navigation equipment permanently fitted to the Insured Vehicle wagon sheets and tarpaulins safety equipment for use solely in connection with the Insured Vehicle and manufacturer's tool kit

### **Company**

Shall mean RSA Insurance Ireland DAC

### **Event**

Event shall mean one occurrence or all occurrences of a series consequent on or attributable to one source or original cause

### **Excess**

Excess shall mean the amount or amounts shown in the Schedule for which the Insured is responsible in respect of any claim under a specified Section of the Policy

### **Insured**

Whoever is named on the Certificate of Insurance as the Insured

### **Goods Carrying Vehicle**

Goods Carrying vehicle shall mean any motor vehicle primarily manufactured and used for the carriage of goods which is not an Agricultural Vehicle

### **Hire Car**

Hire Car shall mean any passenger carrying motor vehicle with not more than eight passenger seats and licensed for the carriage

of passengers for hire or reward

### **Injury**

Injury shall mean bodily injury

### **Insured Vehicle**

Insured Vehicle shall mean any motor vehicle (including its Accessories and spare parts whilst thereon) mentioned by description or Registration Mark in the Certificate of Motor Insurance bearing the number of this Policy as the Certificate Number which has been issued to the Insured and remains effective or mentioned by description or Registration Number in the Policy Schedule or any motor vehicle which is carrying in the manner prescribed by law a Trade Plate bearing one of the Trade Plate registration numbers notified to the Company

### **Mini Bus**

Mini Bus shall mean any passenger carrying motor vehicle with more than eight but not more than sixteen passenger seats

### **Motor Car**

Motor Car shall mean any private passenger carrying motor vehicle with not more than eight passenger seats and not otherwise defined

### **Motor Coach**

Motor Coach shall mean any passenger carrying motor vehicle authorised to carry more than sixteen passengers

### **Motor Cycle**

Motor Cycle shall mean any Motor Cycle moped or Motor Cycle and sidecar

### **Person Entitled to Indemnity**

Person Entitled to Indemnity shall mean

- A) the Insured
- B) any person specified as a person whose liability is covered in the effective Certificate of Insurance
- C) any passenger in the Insured Vehicle

- D) 1) any Principal with whom the Insured has an agreement
- 2) any Hirer of the Insured Vehicle other than under a hire purchase agreement provided that the Company shall not be liable in respect of any liability
- a) arising from the default or neglect of the Principal or Hirer their servants or agents
- b) which would not have attached in the absence of such agreement
- E) the personal representatives of any Person Entitled to Indemnity in respect of legal liability incurred by the Person Entitled to Indemnity except while the Vehicle is let on hire by the Insured each of whom shall be subject to the terms and conditions of this Policy so far as they can apply

#### **Personal Effects**

Property normally worn carried or used about the person in everyday life

#### **Property**

Property shall mean material property

#### **Proposal**

Proposal shall mean any information and any other accompanying details supplied by or on behalf of the Insured which may affect the Terms Conditions or Premiums payable in respect of the Insurance

#### **Replacement Vehicle**

Replacement Vehicle shall mean the vehicle supplied under the terms & conditions of the Replacement Vehicle Section of this Policy to replace an Insured Vehicle

#### **Special Type**

Special Type shall mean any motor vehicle constructed to operate primarily as a tool and not designed for carriage of goods or passengers

#### **Territorial Limits**

Means

- a) Republic of Ireland Northern Ireland Great Britain the Isle of Man or the Channel Islands
- b) any other member country of the European Union
- c) Iceland Liechtenstein Norway or Switzerland
- d) Any other country in respect of which the Company agrees to provide cover following a request by the Insured but only for the period agreed by the Company
- And in the course of transit (including process of loading and unloading) by sea and tunnel between any ports therein provided that such transit shall be by any recognised sea passage of not longer duration than 65 hours

#### **Trade Plate**

Trade Plate shall mean any valid trade licence plate issued by a Vehicle Licensing Authority

#### **Trailer**

Trailer shall mean any Trailer or agricultural or forestry implement or machine which is properly constructed to be towed by a motor vehicle and not designed for self propulsion

# MOTOR FLEET INSURANCE

## Cover provided

The cover provided and the classes of vehicle insured by this Policy are as stated in the Policy Schedule

Comprehensive Sections 1 2 3 4 are operative

Third Party Fire and Theft Sections 1 and 2 are operative

Third Party Only Section 1 is operative

## Section I

### A Liability to Third Parties

The Company will provide indemnity to any Person Entitled to Indemnity

- 1) against legal liability for damages and claimant's costs and expenses in respect of
  - a) accidental injury of any person
  - b) accidental loss of or damage to Property subject to the limit of indemnity shown in the Schedule happening during any Period of Insurance in connection with the Insured Vehicle
- 2) in respect of
  - a) costs of legal representation at
    - i) any coroner's inquest or enquiry in respect of any death
    - ii) proceedings in any court arising out of any charge of manslaughter or causing death by reckless or dangerous driving
  - b) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under A 1 above incurred with the Company's written consent

The maximum amount payable under this Clause is €7,500,000 (seven million five hundred thousand Euro)

## B Cross Liabilities

If the Insured comprises more than one party which in the case of partnership includes each individual partner the Company will indemnify each in the terms of this Policy against legal liability incurred to the other as if such other was not included as the Insured

## C Unauthorised Movement

The Company will provide indemnity in the terms of this Section in respect of an accident caused by or through or in connection with any vehicle not the property of or hired under a hire purchase agreement to or leased under a vehicle leasing agreement or lent to the Insured moved by a person in the Insureds employ to facilitate the passage of an Insured Vehicle described in the Policy Schedule Exception C) to Section I does not apply to B 2) in respect of damage to the vehicle moved

## D Contingency Cover

The Company will indemnify the Insured and no other person in the terms of Section A of Section I while any motor vehicle not the property of or provided by the Insured is being used in connection with the business by any person in the Insureds employ but the Company shall not be liable

- a) if there is any other insurance covering the same liability or vehicle
- b) for any damage to such motor vehicle

## E Emergency Treatment

The Company will indemnify any person using the Insured Vehicle in respect of liability under the Road Traffic Acts to pay for Emergency Treatment fees

## Exceptions to Section I

The Company shall not be liable except so far as is necessary to meet the requirements of the Road Traffic Acts

**A** for liability arising from

- 1) the bringing of any load to the Insured Vehicle for loading thereon or
- 2) the taking away of any load from the Insured Vehicle after unloading therefrom

**B** for death of or bodily injury to any person

- 1) arising out of and in the course of such persons employment by the person claiming indemnity under this Section
- 2) employed by the Insured arising out of and in the course of such employment
- 3) operating or driving the Insured Vehicle or for such purposes in charge of the Insured Vehicle

**C** for damage to any Property belonging to or in the custody or control of

- 1) the Insured or the person claiming to be indemnified by this Section or
- 2) any person in the service of the Insured or any person claiming indemnity under this Section where the Property is in the custody or control of that person by virtue of such service

**D** for damage to any vehicle in connection with which indemnity is provided by this Section or to anything in or on such vehicle

**E** for death bodily injury disease or illness or loss or damage directly or indirectly caused or contributed to by or arising from

- 1) wrongful delivery or specification of the load of the Insured Vehicle or any part thereof
- 2) any defect in the load or any part thereof or of its packaging or of the packing of

the Insured Vehicle

- 3) application of chemical fertilisers to land or vegetation
- 4) treatment commodities or services provided or supplied at or from the Insured Vehicle

**F** for pollution or contamination of buildings or other structures or of water or land or the atmosphere unless the pollution is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any Period of Insurance Provided that all pollution and contamination which arises out of one incident shall be considered for the purposes of this Policy to have occurred at the time such incident takes place

**G** for any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising in connection with the Insured Vehicle while in or on that part of any commercial or military airport or airfield provided for

- 1) the take-off or landing of aircraft or the movement of aircraft on the ground
- 2) aircraft parking including any associated service roads refuelling areas ground equipment parking areas aprons maintenance areas and hangars

**H** where the Insured Vehicle or any attached plant is operating as a tool

- 1) for liability arising out of the operation of the Insured Vehicle or attached plant as a tool
- 2) for damage to any bridge viaduct weighbridge or to any road or anything underground by vibration or by the weight of the Insured Vehicle or its load
- 3) for liability to any passenger

**I** where the Insured Vehicle is an

Agricultural Vehicle or Motor Cycle to provide indemnity to any passenger

- J under Section 1) A) 1) b) for an amount exceeding the amount shown in the Policy Schedule or such greater amount as may be compulsorily insurable in the country in which the Event occurs other than for claims arising from the use of the Insured Vehicle where the Insured Vehicle is designed primarily for the carriage of passengers
- K to indemnify any person in respect of liability to any passenger not being carried legally or not on a fixed seat in the Insured Vehicle where the vehicle is not one designed primarily for the carriage of passengers

## Section 2

### Loss of or damage to the Insured Vehicle by fire or theft

The Company will indemnify the Insured in respect of accidental loss of or damage to the Insured Vehicle caused by fire lightning theft or attempted theft of the Insured Vehicle

## Section 3

### Windscreen Breakage

The Company will indemnify the Insured in respect of accidental breakage of the windscreen or any other window of the Insured Vehicle and incidental scratching of the bodywork provided no other damage is caused

The maximum amount payable under this Section is €1500

## Section 4

### Loss of or damage to the

## Insured Vehicle

The Company will indemnify the Insured in respect of accidental loss of or damage to the Insured Vehicle by accidental causes not otherwise excluded

The Company may at its own option repair replace or make payment of the amount of such loss or damage

## Clauses Applicable to Sections 2 3 and 4

### A) Market Value

In respect of Section 2 and Section 4 the Company's liability for such loss or damage shall not exceed the market value of the Insured Vehicle immediately prior to the loss or damage or the Insureds estimate declared to the Company whichever is the less

### B) Recovery and Redelivery

The Company will also pay the reasonable cost of protection and removal of the Insured Vehicle to the nearest competent repairer and re delivery after repair to the Insured in connection with any loss or damage sustained under Section 2 or Section 4 The Company may require the Insured to place the Insured Vehicle in a safe place of storage approved by the Company pending its repair or disposal

### C) Better Vehicle Cover

If the Insured Vehicle is lost or is in the Companys opinion beyond economical repair and

- 1) within one year of first registration as new the Company may in lieu of making a monetary payment and subject to consent of the Insured replace the Insured Vehicle with a new Replacement Vehicle of the same manufacture and model subject to the availability thereof and in such event the Company shall



become entitled to the possession and ownership of the Insured Vehicle

- 2) Our maximum payment for any loss or damage under Section 2 or 4 will be the market value of Your Motor Car immediately preceding the incident but will not exceed any value declared to us prior to the loss and for vehicles other than Motor Cars the total payment will be limited to a maximum of €5000 above the Insured Vehicles market value immediately prior to such loss or damage

windows and consequent scratching  
Provided that the Insured Vehicle

- a) is insured under Section 4  
b) a Motor Car or Goods Carrying Vehicle of not more than 3.5 tonne Gross Vehicle Weight

The indemnity and benefits granted by this Policy shall not automatically apply in respect of the car hired under the provisions of this Clause unless details are submitted at the declaration interval or otherwise agreed by the Company

#### D) Loss or Theft of Keys or Locking Device

If the keys or locking device for an Insured Vehicle are lost or stolen the Company will pay the cost of replacing

- 1) the door locks and or boot lock
- 2) the ignition/steering lock
- 3) the lock transmitter/device and central locking interface The Company will also pay the cost of recoding or if necessary replacing any alarm system used in connection with the Insured Vehicle The total amount payable as a result of loss or theft of keys or locking device will be limited to a maximum €1000 any one incident per Insured Vehicle

#### E) Replacement Vehicle

If the Insured Vehicle is out of use as a result of loss or damage insured under this Policy the Company will indemnify the Insured in respect of any hiring charges incurred in obtaining a temporary replacement vehicle from any recognised selfdrive hire operator

The indemnity provided under this Clause is limited to €200 in respect of any one occurrence and shall not apply where the only damage sustained is breakage of glass in the windscreen or

#### Exceptions to Sections 2 3 and 4

The Company shall not be liable for

- a) loss of use depreciation wear and tear mechanical electrical electronic computer failure breakdown or breakages or breakdowns
- b) damage to tyres by application of brakes or by punctures cuts or bursts
- c) loss or damage caused by riot or civil commotion
- d) loss or damage occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
- e) loss or damage due to theft or any attempt thereat occurring while the keys or locking device of the Insured Vehicle are left in on or about the Insured Vehicle whilst the Insured Vehicle is unattended
- f) in respect of Section 4 damage to the Insured Vehicle while it is being driven by or in the charge of any person under the age of 25 years or who does not hold a full licence to drive the Insured Vehicle
- g) Theft of an Insured Vehicle by a family member of the Insured or of a permitted driver

## Section 5 Trailers

### A Specified Trailers

- 1) The indemnity provided by Section 2 or Section 4 shall apply to any Trailer details of which (including the Insureds estimate of value) have been notified to the Company while it is attached to an Insured Vehicle or while temporarily detached in the following circumstances
  - a) attended by the Insured or employee of the Insured
  - b) consequent upon an accident involving the Insured Vehicle
  - c) on premises in the sole occupation of the Insured
  - d) in the custody of a member of the Motor Trade for the purpose of its overhaul upkeep repair or testing
  - e) in the custody of the Garda Siochana or other Public Authority for testing
- 2) The indemnity provided by Section 1 shall apply to any Trailer specified in the Schedule the property of or hired under a hire purchase agreement to or leased under a vehicle leasing agreement to the Insured whilst detached from the Insured Vehicle in so far as it is necessary to meet the requirements of the Road Traffic Acts

### B Unspecified Trailers

- 1) The indemnity provided by Section 2 or Section 4 shall apply to any Trailer attached to the Insured Vehicle or whilst temporarily detached provided the liability of the Company shall not exceed €1300
- 2) The indemnity provided by Section 1 shall apply to any Trailer the property of or hired under a hire purchase agreement to or leased under a vehicle leasing

agreement to the Insured whilst detached from the Insured Vehicle in so far as it is necessary to meet the requirements of the Road Traffic Acts in respect of any single axle Trailer whereby the unladen weight of such Trailer does not exceed one tonne but excluding caravans mobile homes trailer tents boat trailers any trailer which incorporates machinery or other equipment

### Conditions applying to Section 5

- a Section 5 shall not apply while any Trailer is attached to (or temporarily detached from) any vehicle other than an Insured Vehicle
- b Any plant permanently attached to a Trailer shall be regarded as part of such Trailer
- c The Company shall not be liable in respect of the first €250 of any amount otherwise payable under Section 2 or Section 4
- d Whilst any Trailer is attached to an Insured Vehicle any Excess applicable to such Insured Vehicle shall apply as though the Insured Vehicle and Trailer were one vehicle
- e The Company shall not be liable under Section 5 for loss or damage to any Trailer resulting from its sinking slipping toppling or overturning at any site where the Insured Vehicle or Trailer is located for the purpose of work where such Trailer has an hydraulic tipper mechanism
- f The Company shall not be liable for loss or damage to property being conveyed by in or on any unspecified trailer

## Section 6 Declaration and Premium Adjustment

### A Renewal Procedure

Prior to each Period of Insurance the Insured shall provide details of all Insured Vehicles and specified Trailers and a schedule (in the form required by the Company) of all drivers for whom indemnity is required

### B Declaration

- 1) The Insured shall provide at the declaration interval shown in the Schedule details of Insured Vehicles and specified Trailers acquired or disposed of and the Insured shall pay an additional premium or the Company shall pay a return premium following adjustment in the form determined by the Company
- 2) Unless otherwise agreed by the Company the cover applying to any substitute Insured Vehicle shall be the same as that which applied to the replaced Insured Vehicle and subject to a maximum value of €70,000 in respect of the substitute vehicle
- 3) Unless otherwise agreed any additional or substituted vehicle must be of the same class or type as vehicles currently shown on the Schedule
- 4) Where a vehicle the value of which does not exceed €70,000 is added to the Schedule Sections 2,3 and 4 will apply unless otherwise advised to and agreed by the Company  
Where the value of such a vehicle exceeds €70,000 Sections 2 and 4 will apply subject to a limit of this amount unless otherwise advised to and agreed by the Company
- 5) Where any change to the cover provided by this Policy and agreed by the

Company results in additional premium payable by the Insured to the Company or a return premium due to the Insured from the Company of not more than €25 inclusive of levy then no charge or rebate will be made

## SPECIAL PROVISIONS

### A Customs Duty

The Company will indemnify the Insured against liability incurred for the enforced payment of customs duty on the Insured Vehicle following its temporary importation into any such country provided that liability directly results from loss or damage insured by this Policy

### B Other Charges

The Company will indemnify the Insured against General Average Contribution and Salvage and Sue and Labour charges incurred due to the transportation of the Insured Vehicle by sea

Provided that

- 1) such Insured Vehicle is insured for Comprehensive Cover
- 2) the contribution relates to the value of such Insured Vehicle

### C Spanish Bail Bond

If as a direct result of an accident in Spain which is or might be the subject of indemnity under this Policy the Insured and/or any Person Entitled to Indemnity driving the Insured Vehicle at the time of the accident is detained or the Insured Vehicle is impounded by the competent authorities and a guarantee or monetary deposit is required for their release the Company will furnish such a guarantee or deposit not exceeding €6350  
Immediately the guarantee is released or the deposit becomes recoverable the Insured shall comply with all necessary

formalities and give the Company all such information and assistance as they require to obtain the cancellation of the guarantee or the return of the deposit. If the guarantee or deposit is wholly or in part forfeited or taken for the payment of fines or costs in or as a result of any penal proceedings against the Insured or the person driving the Insured shall repay such amounts to the Company forthwith.

#### **D Right of Recovery**

If the Company is obliged by the law of any country to make a payment for which the Company would not otherwise be liable under this Policy the Insured shall repay such amount to the Company.

#### **E Personal Clothing and Effect**

If personal clothing or effects are lost or damaged by fire theft attempted theft or accident while in or on the Insured Vehicle the Company will indemnify the Insured or if the Insured so wishes the owner of the Property by paying the amount of the loss or damage up to the amount shown in the Policy Schedule in all for any one occurrence. The receipt of the owner of the Property shall be a full discharge of the Company's liability. Provided that

- 1) the Insured Vehicle is insured for Comprehensive Cover
- 2) the Company shall not be liable for loss of or damage to
  - a) money stamps tickets documents or securities
  - b) any Property carried in the Insured Vehicle unless in a locked boot or locked compartment
  - c) goods or samples carried in connection with any trade or business

#### **F Medical Expenses**

If any occupant of the Insured Vehicle shall in direct connection with the Insured Vehicle sustain any Injury caused by accidental external means and the Insured Vehicle is insured for Comprehensive Cover the Company will at the request of the Insured pay medical expenses in connection with that Injury up to the amount shown in the Policy Schedule for each person injured.

#### **G Emergency Accommodation**

In the event of any person whose driving is covered being deprived of the use of the Insured Vehicle during a journey as a result of loss or damage insured under this Policy and being unable to reach their destination the Company will indemnify such person in respect of expenses for emergency accommodation limited to one night and not exceeding €100 in respect of any one person or €200 in respect of all occupants of the Insured Vehicle.

#### **H Towing Disabled Vehicles**

This Policy will operate while the Insured Vehicle is being used for the purpose of towing one disabled mechanically propelled vehicle providing that

- a) the vehicle is towed for reward
- b) the Company shall not be liable in respect of damage to the towed vehicle or property conveyed on or in such vehicle

#### **I Car Sharing**

The receipt of contributions as part of a car sharing arrangement for social or other similar purposes in respect of the carriage of passengers on a journey in an Insured Vehicle will not be regarded as constituting the carriage of passengers for hire or reward or the use of the Insured Vehicle for hiring provided that

- 1) the Insured Vehicle is not constructed or adapted to carry more than eight passengers excluding the driver
- 2) the passengers are not being carried in the course of a business of carrying passengers
- 3) the total contributions received for the journey do not involve an element of profit

## **J Application of Limits of Liability**

Where the Company is liable to indemnify more than one party any limitation in this Policy of the amount of that indemnity shall apply to the aggregate amount and such indemnity shall apply in priority to the Insured

## **K Unauthorised Use by an employee**

Notwithstanding General Exclusion A 1) the Company will indemnify the Insured at his/her request and no other person in the terms of this Policy while the Insured Vehicle is being driven without the Insureds consent by any person in the Insureds employ

# **GENERAL CONDITIONS**

## **A Duty of the Insured**

The following are conditions precedent to the liability of the Company

- 1) The truth of any information in connection with this insurance supplied by or on behalf of the Insured which shall be the basis of and incorporated in this contract
- 2) Observance of the Terms of this Policy relating to anything to be done or complied with by the Insured or so far as they can apply by any other Person Entitled to Indemnity hereunder. The Insured's attention is drawn to this condition

Cover may not operate if any Material Information has been withheld or is inaccurate or misleading.

Please note specifically that failure to disclose all material information, or disclosures of false information could result in the policy becoming void, a claim not being paid, claims paid being recovered from you, you becoming liable for additional premiums which we reserve the right to collect and Terms and Conditions of the policy being amended.

Should we take any of these actions against you, then you will be obliged to disclose them on any future request for cover or quotation. These are considered as the application of Terms and this enforced action by us, may affect your ability to get insurance cover in the future. Material information is any fact that RSA Insurance Ireland DAC (RSA) would regard as likely to affect the acceptance or assessment of the risk.

It is recommended that you keep a record (including copies of letters) of all information supplied for the purpose of this insurance. In addition, by signing the declaration on the Proposal Form, you warrant and represent to us that in respect of any information of any person which you provide to us, you have the authority of that person to disclose such information to us and for all the purposes set out in this form and to give the consents set out above on behalf of each such person.

We reserve the right to reassess cover and premium following notification of any Material Information.

## **B Care of the Vehicle**

The Insured shall take all reasonable precautions to prevent Injury loss or damage and shall maintain the Insured Vehicle in a roadworthy condition and

the Company shall have free access to examine the Insured Vehicle at all reasonable times

### **C Cancellation**

This Policy may be cancelled

- a) by the Company sending twenty-one days notice in writing to the Insureds last known address The Insured will be entitled to a pro rata return of premium for the unexpired Period of Insurance from the date of cancellation
- b) by the Insured who shall be entitled to a return of premium at the Company's short period rates for the period the Policy has been in force calculated from the date of receipt by the Company of the Certificate of Insurance and Insurance Disc subject to there having been no claims made during the period

The surrender of the current Certificate of Insurance to the Company shall be a condition precedent to any return of premium

### **D Motor Insurance Database**

It is a Condition of the Policy that the Insured supply details of all vehicles insured on this Policy registered in Great Britain and Northern Ireland as required by the relevant law applicable in Great Britain & Northern Ireland for entry on to the Motor Insurance Database and any other Database as may be legally required

## **Procedures and Requirements**

### **A Duty of the Insured**

- 1 The Insured must report all accidents claims and civil or criminal proceedings to the Company immediately or as soon as reasonably possible
- 2 Every letter claim writ notice of prosecution or inquest or other document relating to any accident claim or civil proceedings shall be forwarded to the Company immediately and unacknowledged
- 3 No admission offer promise payment of indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute any claim in the name of the Insured for its own benefit and have full discretion in the conduct of any proceedings and in the settlement of any claim
- 4 The Insured shall give all such assistance as the Company may require

### **B Companys Rights**

The Company may at its absolute discretion and at any time pay the limit of indemnity referred to in Section 1) A) 1) b) after deduction of any sum or sums already paid or any less amount for which any claim or claims can be settled The Company will then relinquish the conduct and control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Company may be responsible prior to the date of such payment

## **C Non-Contribution**

If at the time of any claim there is or but for the existence of this Policy there would be any other insurance covering the same damage or legal liability the indemnity will not apply except in respect to the extent of any excess beyond the amount payable under such other insurance had this Policy not been effected

## GENERAL EXCEPTIONS

The Company shall not be liable in respect of

### A Use

any claim arising while any vehicle in connection with which indemnity is or otherwise would be provided by this Policy is being used with the consent of the Insured for any purpose otherwise than in accordance with the Limitations as to Use in the effective Certificate of Insurance

### B Driving

any claim arising while any vehicle in connection with which indemnity is or otherwise would be provided by this Policy is being

- 1) driven by an Insured driver unless the Insured driver holds a valid licence to drive such vehicle or have held or is not disqualified for holding or obtaining such a licence unless the insured have taken all reasonable steps to ensure that such driver holds a valid licence to drive the Insured Vehicle were such licence is required by law
- 2) driven by or is for the purpose of being driven in the charge of any person not entitled to drive by the effective Certificate of Insurance
- 3) driven with the consent of the Insured by any person
  - a) who is not specified in the effective Certificate of Insurance
  - b) who the Insured knows does not hold a licence to drive the Insured Vehicle unless such person has held and is not disqualified for holding or obtaining such a licence but this Exclusion shall not apply while the Insured Vehicle is in the custody of a member of the Motor Trade or of a Goods Vehicle Testing Station and used only for the purpose of its overhaul upkeep repair or testing or where licence is not required by law.

### C Contractual Liabilities

any liability which attaches by virtue of agreement which would not have attached in the absence of such agreement

### D Excess

the first amount specified in the Policy Schedule arising in respect of Loss of or damage to the Insured Vehicle as described in Section 4 of the Policy

### E Radioactive Contamination

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

### F War Riots Civil Commotion Terrorism

- 1) any consequence of war invasion act of foreign enemy hostilities or warlike operation (whether war be declared or not) civil war rebellion revolution riots or civil commotion insurrection or military or usurped power except so far as is necessary to meet the requirements of the Road Traffic Acts
- 2) any act of terrorism

For the purpose of this Exclusion an act of terrorism means an act including but not limited to the use of force or violence or threat thereof of any person



or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government or to put the public or any section of the public in fear

- 3) any action in controlling preventing suppressing or in any way relating to 1) or 2) above

### **G Trade Plate**

Death injury loss or damage occurring or liability arising beyond the limits of any road while a motor vehicle is carrying a Trade Plate

This Exclusion shall not apply when during the course of a journey the vehicle is temporarily garaged elsewhere than in or on any premises owned by or in occupation of the Insured

### **H Trailers**

The Company shall not be liable arising out of any events occurring while any such Insured Vehicle is drawing a greater number of Trailers in all than is permitted by law

## Important Notice

We are pleased to provide the Insured with the following information of which the Insured should be aware before concluding a contract of insurance with us

## Laws applicable to Contract

Under relevant European (The European Communities (Non-Life Insurance) Framework Regulations 1994 (The "Framework Regulations")) and Irish law the parties to a proposed contract of insurance (RSA and you, the Proposer) are free to choose the law applicable to that contract. We propose that Irish law will apply to the contract.

The Company with which the Insured contract will be concluded is RSA Insurance Ireland DAC which is established in Ireland

## Customer Complaints Procedure

We are committed to providing our customers with a high standard of service at all times. If you have a complaint in connection with company service, the details of your policy, perceived conflict of interest or treatment of a claim please contact your Insurance Broker or our Customer Service team at;

RSA Insurance Ireland DAC  
 RSA House  
 Dundrum Town Centre  
 Sandyford Road  
 Dublin 16  
 D16 FC92.  
 Telephone: 1890 290 100  
 Outside Ireland: 00353 1 290 1000  
 Email: [complaints@ie.rsagroup.com](mailto:complaints@ie.rsagroup.com)

In the event of your complaint not being resolved to your satisfaction you may contact The Insurance Information Service, Insurance Ireland, Insurance Centre, 5 Harbourmaster Place, IFSC, Dublin 1, DO1 E7E8. Telephone (01) 676 1820 or the Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Telephone 1890 882 090 or (01) 662 0899

# DATA PROTECTION NOTICE

We are committed to ensuring that your data is protected. To keep you informed, we have created this notice which will explain how we use the information we collect about you and how you can exercise your data protection rights.

## **1. Who are we?**

We are RSA Insurance Ireland DAC (RSA) and we provide commercial and personal insurance products and services. We also provide insurance services in partnership with other companies.

## **2. Why do we collect and use your personal information?**

RSA will use your personal information for the provision of insurance services such as providing a quotation, underwriting a policy and handling claims under an insurance contract. We will also use your data for other related matters such as complaint handling, prevention or detection of fraud, reinsurance and statistical analyses.

When looking for a quote for a product from us, you will need to provide us with information relating to what you wish to be covered by the insurance (e.g. car make and model, your home, etc.). When buying certain products, we will on occasion need to collect special categories of data (e.g. medical history for motor insurance) and convictions history (e.g. driving offences).

We will need to process your payment information (e.g. direct debit, credit and debit card information, etc.) in order to provide your cover. To service your policy, we may communicate with you via your intermediary, if applicable, and via our

website, emails, telephone calls or post. Calls with RSA may be recorded for training and verification purposes.

If you need to claim against your insurance policy, we normally need to collect information that evidences what happened in the incident. If other people are involved in the incident, we may also need to collect additional information related to them (including children) which can include special categories of data (e.g. injury and medical data, etc).

In submitting an application to us, you may provide us with equivalent or substantially similar information relating to other proposed beneficiaries under the policy. You agree that you will bring this Privacy Notice to the attention of each beneficiary at the earliest possible opportunity. Please also ensure that anyone else who is insured under your policy has agreed to provide their personal information to us.

Data protection laws require us to meet certain conditions before we are allowed to use your personal information in the manner described in this Notice. We take our responsibilities under data protection laws very seriously, including meeting these conditions.

In order to provide you with this detail we have prepared the following which describes the purpose to which we are using your data and the legal basis for doing so.

## DATA PROTECTION NOTICE (cont'd)

Purpose	Legal Basis
To provide you with a quote for an insurance product and to provide you with insurance cover if you decide to purchase a product.	Processing is necessary for the performance of a contract or in order to take steps at your request prior to entering into a contract
To assess the information you have provided and make a decision as to whether we can provide you with cover and at what price	Processing is necessary for the performance of a contract or in order to take steps at your request prior to entering into a contract;
To verify your identity and to verify the accuracy of the information we receive.	Processing is necessary for the performance of a contract or in order to take steps at your request prior to entering into a contract;  To comply with legal obligations (eg. money laundering requirements)
To administer your insurance contract and make any changes during its term, answer queries, provide updates and process a cancellation.	Processing is necessary for the performance of a contract
To make and receive any payments whether in relation to your policy or a claim.	Processing is necessary for the performance of a contract
To manage and investigate any claims made by you or another person under your policy of insurance.	Processing is necessary for the performance of a contract
To detect and prevent fraud, money laundering and other offences. To assist An Garda Síochána or any other authorised body with investigations.	Processing is necessary for the purposes of our legitimate interests. This interest is to investigate and prevent potential fraudulent and other illegal activity.
To manage and investigate any complaints	Processing is necessary for the performance of a contract or in order to take steps at your request prior to entering into a contract;  Processing is necessary to comply with legal obligations
For reinsurance purposes	Processing is necessary for the performance of a contract
To comply with laws and regulations	Processing is necessary to comply with legal obligations
For statistical analyses	Processing is necessary for the purposes of our legitimate interests. This interest is to improve our processes, products and services.
To make back-ups of your data in case of emergencies and for disaster recovery purposes	Processing is necessary to comply with legal obligations

### **3. How else do we collect information about you?**

Where possible, we will collect your personal information directly from you. However, on occasion we may receive information about you from other people or companies. For example:

- It was given to us by someone who is applying for an insurance product on your behalf (e.g. insurance brokers).
- It was supplied to us when you have purchased an insurance product or service that is provided by us in partnership with other companies.
- It was lawfully collected from other sources (e.g. the Integrated Information Data System ('IIDS')) to validate information you have submitted to us such as driver number and penalty points.
- Vehicle history check suppliers/ databases.
- Through credit checks.
- Through a database to determine address based risk factors (known as geocoding)
- Searches of publicly available information (e.g. online).
- The Insurance Link Anti-Fraud register (for more information see [www.inslink.ie](http://www.inslink.ie)) and other insurers.
- Other fraud prevention databases available in the insurance industry.

### **4. Will RSA share your personal information with anyone else?**

We may share your details with a number of external parties in order to administer your policy, handle claims and to prevent and detect fraud. For example:

- Your Intermediary & anyone authorised

by you to act on your behalf.

- Our Third Party Service Providers such as technology suppliers, hosting/storage providers, payment providers and document providers.
- With other companies within the RSA Insurance Group.
- The Insurance Link Anti-Fraud register (for more info see [www.inslink.ie](http://www.inslink.ie)) and other insurance companies.
- Loss Adjusters, claims investigators, repairers, medical practitioners, solicitors and other firms as part of the claims handling process.
- Surveyors.
- Private Investigators when we need to further investigate certain claims.
- Other fraud prevention databases available in the insurance industry.
- With prospective sellers or buyers in the event that we decide to sell or buy any business or assets.
- Our reinsurers.

We may also share your personal information as a result of our legal and regulatory obligations. This can include with An Garda Síochána, other official agencies and on foot of a Court Order or Subpoena.

In order to provide you with the insurance policy, we may share your information with our service providers and on occasions, some of your personal information may be sent to other parties outside of the European Economic Area (EEA). We would only do this in compliance with the appropriate legal and technical safeguards such as the standard data protection clauses adopted by the European Commission, Binding Corporate Rules or as a result of an adequacy decision of the European Commission

## DATA PROTECTION NOTICE (cont'd)

### 5. Which decisions made about you will be automated?

Before we can sell you an insurance product or service, we may conduct the following activities, which involve automated (computer based) decision-making:

- Pricing and Underwriting – the process calculates the insurance risks based on the information that you have supplied. This will be used to determine if we can provide you with a policy and to calculate the premium you will have to pay.

The results of these automated decision-making processes will limit the products and services we may be able to provide you. If you do not agree with the result, you have the right to request human intervention to allow you to express your point of view and contest the decision.

### 6. For how long will RSA keep your information?

RSA Information submitted for a quotation may be retained by us for a period of up to 15 months from the date of the quotation. All information in respect of a policy (to include claims on the policy) will be held for 8 years after the ending of the client/insurer relationship to ensure we meet our regulatory obligations. We will retain call recordings for 8 years from the date of the call.

There are certain policies where we need to keep data for longer than the normal periods where we may receive claims where the claimant was not aware of the injuries until a long time after it was caused.

### 7. What should you do if your information is incorrect?

If you think that the information we hold about you is incorrect or incomplete, please contact your intermediary or contact us and we will be happy to rectify it for you.

### 8. What are your rights over the information that is held by RSA?

We understand your information is important to you, therefore you may request us to undertake any of the following actions:

- 1 Provide you with a copy of the personal information we hold about you, in a commonly used electronic format (or hard copy if you wish).
- 2 Request your personal information to be deleted where you believe it is no longer required. Please note however, this request will not be valid while you are still insured with us and where we are subject to legal or regulatory obligations.
- 3 Request that we supply a copy of the personal information you have supplied to us, to another company. We would provide the information in a commonly used electronic format.
- 4 Request that we restrict the use of your information by us.
- 5 Object to the processing of your data. If you would like to request any of the above, please email us a request to [ie\\_dataprotection@ie.rsagroup.com](mailto:ie_dataprotection@ie.rsagroup.com) or write to us at the address contained in

Section 10. To ensure that we do not disclose your personal information to a party who is not entitled to it, when you are making the request please provide us with:

- Your name;
- Address(es);
- Date of birth;
- Any policy IDs or reference numbers that you have along with a copy of your photo identification and proof of address.

All requests are free of charge although we reserve the right to charge an administrative fee for subsequent requests (such as when the request is part of a series of repeated requests over a short period of time). We endeavour to respond within one month from receipt of the request. If we do not meet this time frame, we will explain why this was in our response.

Please note that simply submitting a request does not mean we will be able to fulfil it – we are often bound by legal and legislative law which can prevent us fulfilling some requests in their entirety, but when this is the case we will explain this to you in our response.

Requests to restrict the use of your information or to object to the processing of your data may lead to RSA being unable to continue to service your policy and therefore lead to cancellation of your policy.

## **9. Changes to our Data Protection Notice.**

This notice will be updated from time to time so please check it each time you submit personal information to us or renew your insurance policy.

## **10. How do you ask a question about this Data Protection Notice?**

If you any questions or comments about this privacy notice please contact: The Data Protection Officer, RSA Insurance Ireland DAC, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16, D16 FC92

You may also email us at [ie\\_dataprotection@ie.rsagroup.com](mailto:ie_dataprotection@ie.rsagroup.com)

## **11. How can you lodge a complaint?**

If you wish to raise a complaint on how we have handled your personal information, please send an email to [ie\\_dataprotection@ie.rsagroup.com](mailto:ie_dataprotection@ie.rsagroup.com) or write to us using the address provided in Section 10. Our Data Protection Officer will investigate your complaint and will give you additional information about how it will be handled. We aim to respond in a reasonable time, normally 30 days.

If you are not satisfied with our response you can lodge a complaint to the Office of the Data Protection Commissioner; Canal House, Station Road, Portarlington, Co Laois, R32 AP23.



RSA, RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16.

Telephone: 1890 290 100 Facsimile: (01) 290 1001

RSA is a registered business name of RSA Insurance Ireland Designated Activity Company (DAC). RSA Insurance Ireland DAC trading as RSA is regulated by the Central Bank of Ireland and is a private company limited by shares registered in Ireland under number 148094 with registered office at RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16.