



COMMERCIAL MOTOR POLICY

Whereas the Insured described in the Schedule hereto (hereinafter called "the Insured") by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to **AIG Europe Limited** (hereinafter called "the Company") for the insurance hereinafter contained and has paid or agreed to pay the premium stated in the said Schedule as consideration for such insurance in respect of events occurring in the Republic of Ireland during the period of insurance stated in the said Schedule or during any period for which the Company may accept payment for the renewal of this Policy.

NOW THIS POLICY WITNESSETH

That subject to the Terms Exceptions and Conditions contained herein or endorsed or otherwise expressed hereon.

SECTION I - LOSS OR DAMAGE

The Company will indemnify the Insured against loss or damage (including damage by frost) to any vehicle referred to in the "Description of Vehicles" and/or its accessories and spare parts while thereon.

EXCEPTIONS

The Company shall not be liable for

- (1) loss of use, depreciation, wear and tear, mechanical or electrical breakdown, failures or breakages
- (2) damage to tyres by application of brakes or by road punctures, cuts or bursts.
- (3) loss or damage arising (unless it be proved by the Insured that the loss or damage was not occasioned thereby) or in consequence of Earthquake, Riot or Civil Commotion.
- (4) loss or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- (5) loss or damage where the driver has been convicted (or a prosecution is pending) under any Road Traffic Act legislation relating to the level, concentration, or quantity of alcohol or drugs in the Body.

The Company may, at its own option, repair, reinstate or replace such vehicle or any part thereof and/or its accessories and spare parts or may pay in cash the amount of the loss or damage. The maximum amount payable by the Company in respect of any claim for loss or damage shall be the market value of such vehicle immediately prior to such loss or damage, not exceeding the Insured's estimate of value stated to the Company. If to the knowledge of the Company the vehicle is the subject of a hire purchase agreement, such payment shall be made to the owner described therein whose receipt shall be a full and final discharge to the Company in respect of such loss or damage.

In the event of any part or accessory of the vehicle referred to in the "Description of Vehicles" being obsolete or unobtainable from the Makers, the liability of the Company in respect of such part or accessory shall be limited to the cost of such part or accessory as set out in the Maker's last published price list together with the current labour charge for the fitting thereof.

If such vehicle is disabled by reason of such loss or damage, the Company will bear the reasonable cost of protection and removal to the nearest repairers. The Company will also pay the reasonable cost of delivery to the Insured after repair of any loss or damage insured under the Policy, not exceeding the reasonable cost of transport to the address of the Insured in Ireland as stated herein.

The Insured may authorise the repair of such vehicle necessitated by damage covered by this Policy provided that the estimated cost of such repairs does not exceed €400 and that the Company be furnished forthwith with a detailed estimate of the cost in such form as may be required.

PLEASE READ YOUR POLICY AND IF INCORRECT RETURN FOR CORRECTION

CMP. 2.

SECTION II - LIABILITY TO THIRD PARTIES

The Company will indemnify the Insured against all sums which the Insured or his personal representative shall become liable to pay to any person (exclusive of the excepted persons as hereinafter defined) by way of damages or costs on account of injury to person or property caused by the use of any vehicle referred to in the "Description of Vehicles" (including the loading and/or unloading of such vehicle) but such indemnity in so far as it relates to injury to property is limited to the sum of one hundred and fifty thousand euro (€150,000) in respect of injury occasioned by any one act or any one series of acts collectively constituting one event and the Company will pay all costs and expenses incurred with its written consent.

The Company will pay the Solicitor's fee incurred with its written consent for representation at any Coroner's Inquest in respect of any death which may be the subject of indemnity under this Section or for defending in any Court of Summary Jurisdiction any proceedings in respect of any act causing any event which may be subject to indemnity under this Section.

EXCEPTED PERSONS

- (a) any person claiming in respect of personal injury to himself sustained while he was in or on any vehicle referred to in the "Description of Vehicles"
- (b) any person claiming in respect of personal injury (including personal injury causing death) to another person where such last mentioned person would be an excepted person under the preceding paragraph (a) hereof if he were claiming himself in respect of such personal injury and (where appropriate) such personal injury had not caused his death.
- (c) any person claiming in respect of injury to property sustained while such property was in or on such vehicle.

References in paragraphs (a) and (c) hereof to injury sustained while in or on a vehicle include injury sustained while entering, getting on to, being put into or on or alighting from or being taken out of or off such vehicle and injury caused by being thrown out of or off such vehicle.

- (d) any person claiming in respect of injury to property sustained while such property was owned by or was in the possession, custody or control of the Insured.
- (e) any person claiming in respect of injury to person or property occasioned beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to such vehicle for loading thereon or the taking away of the load from such vehicle after unloading therefrom.
- (f) any person claiming in respect of an injury to himself or any other person in respect of which he would be entitled to claim occupational injuries benefit under the Social Welfare (Occupational Injuries) Act, 1966, and arising out of and in the course of the employment of the injured person by the Insured.

References in the above paragraphs (a) to (f) inclusive to any vehicle referred to in the "Description of Vehicles" shall be deemed to include any vehicle connected by any means whatsoever to any such vehicle.

PERSONS DRIVING INSURED VEHICLE

In terms of and subject to the limitations of the indemnity which is granted by this Policy to the Insured, the Company will indemnify any driver referred to in the "Description of Drivers" who is driving any vehicle referred to in the "Description of Vehicles" provided that:-

- (a) Such driver is not entitled to indemnity under any other Policy.
- (b) Such driver is not a person in the Motor Trade driving the vehicle for purposes necessitated by its overhaul, upkeep and/or repair for the Insured.
- (c) Such driver shall as though he/she were the Insured observe, fulfil and be subject to the terms, exceptions and conditions of this Policy in so far as they can apply.

SECTION III - APPLICATIONS OF LIMITS OF INDEMNITY

In the case of any event involving indemnity to more than one person, any limitation by the terms of this Policy and/or of any Endorsement thereon of the amount of any indemnity shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the Insured.

SECTION IV - GREAT BRITAIN AND NORTHERN IRELAND USE

The insurance provided by this Policy is extended to apply in respect of any vehicle defined in the "Description of Vehicles" whilst in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Nothing in this Policy or in any endorsement herein shall affect the right of any person indemnified by this Policy or of any other person to recover an amount under or by virtue of the provisions of the Law of any territory in which this Policy operates relating to the insurance of the liability to Third Parties.

BUT the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the said provisions of such Law.

The Company will indemnify any person using a vehicle in respect of which indemnity is provided under this Policy against liability under the Road Traffic Acts or Laws to pay for emergency treatment of injuries caused by or arising out of the use of such vehicle in any territory to which any of such Acts or Laws applies.

A payment made for the emergency treatment of injuries shall not be deemed to be a claim under this Policy for the purposes of the No Claim Rebate Section.

SECTION V - E.E.C. USE

This Policy is extended in respect of the use of any vehicle insured thereby to give the minimum indemnity required to comply with the laws relating to compulsory insurance of motor vehicles in any country which is a member of the European Economic Community and any other country in respect of which the Commission of the European Economic Community is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the E.E.C. Directive on insurance of civil liabilities arising from the use of motor vehicles (No. 72/166/CEE).

SECTION VI - NO CLAIM REBATE

In the event of no claim being made or arising under the Policy during the period of Insurance specified below immediately preceding the renewal of the Policy the renewal premium shall be reduced as follows:-

Period of Insurance	Reduction
The preceding year	10%
The preceding two consecutive years	15%
The preceding three consecutive years	20%

If more than one motor vehicle is insured under this Policy the No Claim Rebate shall be applied as if a separate Policy had been issued in respect of each such vehicle.

SECTION VII - GENERAL EXCEPTIONS OF THE POLICY

The Company shall not be liable

- (1) in respect of
 - (a) any liability (in excess of the common law or the statutory liability applicable to the case) undertaken by the Insured by special contract
 - (b) any loss damage liability and/or injury arising out of any event occurring
 - (i) while any vehicle referred to in the "Description of Vehicles" is being driven by or for the purpose of being driven by him/her in the charge of any person other than a driver referred to in the "Description of Drivers"
 - (ii) while any vehicle referred to in the "Description of Vehicles" is being used otherwise than within the "Limitations as to Use" contained in this Policy.
- (2) in respect of any claim for the first €50 (or any less expenditure which may be incurred) of any expenditure for which provision is made under this Policy (including any payment in respect of costs, expenses and fees) and of any expenditure by the Company in the exercise of its discretion under Condition 3 of this Policy.

If the expenditure incurred by the Company shall include the amount for which the Company is not liable hereunder, such amount shall be repaid by the Insured to the Company forthwith.

For the purpose of this paragraph the expression "claim" shall mean a claim or series of claims arising out of one cause.

- (3) except so far as is necessary to meet the requirements of the Road Traffic Acts 1961 and 1968 in respect of
 - (A) (i) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.
 - (ii) 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 from the combustion of nuclear fuel.
 - (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- (B) any consequence of War, Invasion, Act of Foreign Enemy, Hostilities (whether War be declared or not), Civil War, Rebellion, Revolution, Insurrection or Military or Usurped Power.
- (C) damage to any weighbridge or to any road or to anything in or below the surface of a road due to the weight of or vibration caused by any vehicle referred to in the "Description of Vehicles"

SECTION VIII - CONDITIONS

1. This Policy and Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of the Policy or Schedule shall bear such meaning wherever it may appear.
2. The Insured shall give notice in writing to the Head or any Branch Office of the Company as soon as practicable after the occurrence of any event in consequence of which the Company may become liable under this Policy, with full particulars thereof or where such event did not occur in the Insured's presence within 48 hours after the occurrence of such event first came to his knowledge, together with such particulars of such event as are in his knowledge or procurement. Every letter, claim, writ, summons and/or process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given in writing to the Company immediately the Insured shall have knowledge of any impending prosecution or inquest in connection with any such event.
3. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company, which shall be entitled if it so desires, to take over and conduct in the name of the Insured, the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit, any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
4. If at any time any claim arises under this Policy, there is any other existing Insurance covering the same loss damage or liability, the Company shall not be liable to pay or contribute more than its rateable proportion of any loss damage costs and/or expenses.

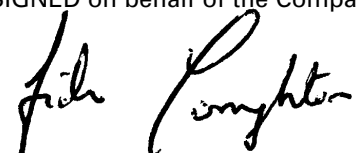
Provided always that nothing in this condition shall impose on the Company any liability from which but for this condition it would have been relieved under Proviso (a) to the cover granted to Persons Driving Insured Vehicle.

5. The Insured shall take all reasonable steps to safeguard from loss or damage and maintain in efficient condition any vehicle referred to in the "Description of Vehicles" and the Company shall have at all times free access to examine such vehicle.
6. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference, or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators, one to be appointed in writing by each of the parties or in case the Arbitrators do not agree, of an Umpire appointed in writing by the Arbitrators before entering upon the reference.

The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company.
If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been referred to arbitration under the provision herein contained, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

7. The due observance and fulfilment of the terms, provisions and conditions of this Policy and/or of any Endorsement thereon in so far as they relate to anything to be done or complied with by the Insured and the trust of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payments under this Policy.
8. The Insured shall repay to the Company all sums paid by the Company in respect of any claim under this Policy which the Company would not have been liable to pay but for the provisions of the law of any territory in which the Policy operates relating to the Insurance of liability to Third Parties.
9. The Company may cancel this Policy by sending seven days' notice by registered letter to the Insured at his last known address and in such event will return to the Insured the premium less the pro rata proportion thereof for period the Policy has been in force.
10. The expression "public place" shall have the same meaning for the purposes of this Policy as it has for the purposes of Part VI of the Road Traffic Act 1961 and the expression "the Insured" shall for the purposes of these conditions and so far as the context permits be deemed to include a reference to the Insured's personal representatives.
11. Any condition of this Policy and/or of any Endorsement thereon in so far as it is a prohibited condition within the meaning of Part VI of the Road Traffic Act 1961 shall not be a condition affecting the right of any person to recover an amount under or by virtue of the provisions of Section 76 of the said Act.
12. All monies which become or may become due and payable by the Company under this Policy shall in accordance with Section 93 of the Insurance Act, 1936 be payable and paid in the Republic of Ireland.

SIGNED on behalf of the Company



Consumer Lines Director

In this Policy

The expression "endorsements" shall mean endorsements and supplementary endorsements referred to by number in the Schedule hereto

The expression "limitations as to use" shall mean those referred to by number in the Schedule hereto

ENDORSEMENTS

Operative endorsements are referred to by number in the Schedule.

Unless otherwise indicated in the body of the endorsement the Index Mark and Registration Number of any vehicle and/or the name of any person appearing in the Schedule against an Endorsement Number shall be deemed to restrict such endorsement to operate solely in respect of such vehicle(s) and/or person(s).

Endorsements are subject otherwise to the terms, exceptions, limitations and conditions contained in this Policy.

Endorsement 01 : Excess (Accidental Damage Only):

The Company shall not be liable to pay the first amount as stated in the Schedule against this endorsement number of any claim in respect of loss or damage to any vehicle referred to in the "Description of Vehicles" unless such loss or damage is caused by fire, self-ignition, lightning or explosion or by theft or attempt thereof.

The Insured shall indemnify the Company in respect of any sum not exceeding such first amount which the Company pays in respect of such claim which may be the sub of indemnity under this Policy.

The expression "claim" shall mean a claim or series of claims arising out of one cause.

This excess endorsement shall apply in addition to any other excess endorsement or excess condition contained in this Policy.

Endorsement 02 : Excess (All Sections):

The Company shall not be liable to pay the first amount as stated in the Schedule against this endorsement number of any claim in respect of which indemnity is provided by any Section of this Policy.

The Insured shall indemnify the Company in respect of any sum not exceeding such first amount which the Company pays in respect of such claim which may be the subject of indemnity under this Policy.

The expression "claim" shall mean a claim or series of claims arising out of one cause.

This excess endorsement shall apply in addition to any other excess endorsement or excess condition contained in this Policy.

Endorsement 03 : Third Party Only:

It is agreed that Section I (Loss or Damage) of this Policy is inoperative.

Endorsement 04 : Third Party Fire & Theft:

It is agreed that no liability shall attach to the Company under Section I (Loss or Damage) of this Policy except for loss or damage caused directly by fire, self-ignition, lightning or explosion or by theft or attempt thereof.

Endorsement 05 : Third Party & Fire:

It is agreed that no liability shall attach to the Company under Section I (Loss or Damage) of this Policy except for loss or damage caused directly by fire, self-ignition, lightning or explosion.

Endorsement 06 : Fire & Theft Only:

It is agreed that no liability shall attach to the Company under this Policy except for that under Section I (Loss or Damage) in respect of loss or damage caused directly by fire, self-ignition, lightning or explosion or by theft or attempt thereof.

Endorsement 07 : Fire Only:

It is agreed that no liability shall attach to the Company under this Policy except for that under Section I (Loss or Damage) in respect of loss or damage caused directly by fire, self-ignition, lightning or explosion.

Endorsement 08 : Excluding Named Person(s) from Driving:

It is agreed that this Policy shall be inoperative whilst any vehicle insured hereunder is being driven by or is for the purpose of being driven by him in the charge of any person named in the Schedule in this endorsement number.

Endorsement 09 : Named Person(s) Only Driving:

It is agreed that the sub-section "Persons Driving Insured Vehicle" of Section II (Liability to Third Parties) and paragraph (b) under the "Description of Drivers" shall apply solely in respect of any person named in the Schedule against this endorsement number and paragraphs (a) and (c) of the "Description of Drivers" of this Policy are inoperative.

Endorsement 10 : Insurance Suspended:

It is agreed that all Insurance under this Policy is suspended.

Endorsement 11 : Movement of Third Party Vehicles:

The indemnity provided by Section II (Liability to Third Parties) of this Policy shall apply in respect of any motor vehicle (other than vehicle propelled by steam) not belonging to the Insured and not hired to or lent to the Insured while being moved without permission as though such vehicle were a vehicle referred to in the "Description of Vehicles" provided.

- (a) such vehicle is being moved or is for the purpose of being moved by him in the charge of a person employed by the Insured under a contract of service.
- (b) such vehicle is being moved for a purpose directly connected with the Insured's business.

Endorsement 12 : Insured Only Driving:

It is agreed that the sub-section "Persons Driving Insured Vehicle" of Section II (Liability to Third Parties) and paragraphs (b) and (c) of the "Description of Drivers" of this Policy are inoperative.

Endorsement 13 : Interest of Owner:

It is agreed that

- (a) the indemnity provided by this Policy shall also apply in respect of the vehicle referred to in the Schedule against this endorsement number.
- (b) in respect of such vehicle the Company will indemnify the person named in the Schedule against this endorsement number as owner against loss or damage insured by Section I (if such Section is operative) and liability as defined in Section II arising in connection with such vehicle by reason of the negligence of the within named Insured or of any person driving with the Insured's consent provided that such person shall as though he were the Insured, observe, fulfil and be subject to the terms and conditions of this Policy in so far as they can apply.

Endorsement 14 : Indemnity to Employer:

It is agreed that in terms of and subject to the limitations of and for the purposes of Section II (Liability to Third Parties) of this Policy the Company will indemnify the Insured's employer named in the Schedule against the endorsement number in the event of accident occurring whilst any vehicle in respect of which indemnity is granted by this Policy (other than a vehicle belonging to such Employer) is being used by the within-named Insured upon the business of such Employer

Provided that

- (i) such Employer is not entitled to indemnity under any other Policy
- (ii) such Employer shall as though he were the Insured, observe, fulfil and be subject to the terms, exceptions and conditions of this policy in so far as they can apply

It is further agreed that for the purposes of this Endorsement, the exceptions of death of or bodily injury to any person arising out of and in the course of the employment of such person shall not apply to any person in the service of the Employer who does not come within the scope of the Social Welfare (Occupational Injuries) Act 1966.

Endorsement 15 : No Claim Rebate:

It is agreed that Section VI of this Policy is inoperative.

Endorsement 16 : Manslaughter:

The Company will, subject to an additional premium, undertake by Solicitors and Counsel, the defence of the Insured or any other person in respect of any charge of manslaughter or causing death by reckless or dangerous driving arising out of any accident in connection with the driving of any vehicle by the Insured or any other person provided that the accident is one for which indemnity is provided under Section II of this Policy.

The Company's liability under this endorsement is limited to the amount stated in the Schedule against this endorsement number in respect of any one period of Insurance.

The Company may at any time relieve itself of any further liability in respect of such legal service upon paying to the Insured the said amount less the expenses incurred hereunder by the Company to the date of payment.

Exceptions

The indemnity granted under this endorsement shall not apply

- (a) to any person who is under 21 or over 70 years of age at the time of the event causing such death
- (b) to the driver where the Insured consists of a firm, company or with the exception of husband and wife, more than one person
- (c) in connection with any super-charged or sports car.

Endorsement 17 : Passenger Negligence:

The Company will, at the request of the Insured, indemnify any person (hereinafter called "the passenger") being carried in or upon or mounting or dismounting from any vehicle referred to in the "Description of Vehicles" PROVIDED THAT the passenger

- (a) is not entitled to indemnity under any other Policy.
- (b) is not driving such vehicle or in the charge of such vehicle for the purpose of driving.
- (c) shall as though he/she were the Insured, observe, fulfil and be subject to the terms, exceptions, conditions and endorsements of this Policy in so far as they can apply.

BUT the Company will not indemnify the passenger in respect of liability for damage to property belonging to or held in trust by or in the custody or control of the Insured or any occupant of the vehicle or being conveyed by such vehicle in respect of death of or bodily injury to

- (i) the Insured
- (ii) any person driving such vehicle or in charge of such vehicle for the purpose of driving
- (iii) any person in the employment of the passenger where such death or bodily injury arises out of and in the course of such employment

Endorsement 18 : Specified Trailers:

It is agreed that this Policy shall be operative whilst any trailer, full particulars of which have been notified to and accepted by the Company, is attached to any vehicle referred to in the "Description of Vehicles" and the Company will indemnify the Insured in respect of any such trailer whilst attached or detached in the terms of the Section(s) of this Policy stated in the Schedule against this endorsement number as though such trailer were a vehicle referred to in the "Description of Vehicles"

The terms of this endorsement shall not be deemed to grant indemnity in connection with any such vehicle and/or trailer whilst such vehicle is drawing a greater number of trailers in all than is permitted by Law.

Endorsement 19 : Unspecified Trailers:

It is agreed that this Policy shall be operative whilst any trailer (other than a disabled mechanically propelled vehicle) is attached to any vehicle referred to in the "Description of Vehicles" and the Company will indemnify the Insured in the terms of the Section(s) of this Policy stated in the Schedule against this endorsement number in respect of any trailer whilst so attached and also whilst temporarily detached from such vehicle away from the Insured's premises PROVIDED THAT

- (i) such vehicle remains in the vicinity of the trailer whilst so detached
- (ii) if this endorsement provides indemnity under Section I (Loss or Damage) of this Policy the sum payable by the Company in respect of any claim for loss of or damage to any such trailer shall not exceed the amount notified to and accepted by the Company as the maximum value of any one trailer
- (iii) the total number of such trailers in use in connection with all such vehicles at any one time shall not exceed the number stated in the Schedule against this endorsement number

The terms of this endorsement shall not be deemed to grant indemnity in connection with any such vehicle and/or trailer whilst such vehicle is drawing a greater number of trailers in all than is permitted by Law.

Endorsement 20 : General Haulage - Limitation of Drivers:

It is agreed that paragraph (b) of the "Description of Drivers" of this Policy shall not apply whilst any vehicle referred to in the "Description of Vehicles" is being used in connection with the Insured's business.

Endorsement 21 : Declaration:

It is agreed that the Insured shall supply to the Company in the form required by the Company a declaration containing details of all vehicles added to or deleted from the "Description of Vehicles" during the half yearly period immediately preceding the declaration date.

For the purpose of this endorsement the declaration dates shall be as stated in the Schedule against this endorsement number.

The Insured shall then pay to the Company any additional premium or receive from the Company any refund as the case may be.

Endorsement 42 : Terrorism Exclusion.

Where applicable to a product, the following exclusion will apply effective 1st April 2002.)

With effect from Your renewal date, and except so far as is necessary to meet the requirements of the Road Traffic Acts, the following endorsements apply to Your Policy.

WAR AND TERRORISM EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

(2) any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the 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 other purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the Company alleges that by reason of this exclusion any liability, loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

CYBER RISK CLARIFICATION CLAUSE

The Policy does not apply to liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with:

- (i) the loss of, alteration of or damage to or
- (ii) a reduction in the functionality availability or operation of

a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code including but not limited to computer virus, worm, logic bomb or Trojan horse.

LIMITATIONS AS TO USE

- 1.
 - (i) use for social domestic and pleasure purposes
 - (ii) use for the Insured's business. While the vehicle is being so used the carriage of passengers other than for hire or reward is permitted
 - (iii) use necessitated by the overhaul, upkeep and/or repair of the vehicle for the Insured

EXCLUDING

- (a) use for hire or reward or for racing, pacemaking, reliability trial or speed testing
- (b) use while drawing a trailer except the towing of any one disabled mechanically propelled vehicle
- (c) use for any purpose in connection with the Motor Trade other than use necessitated by the overhaul, upkeep and/or repair of the vehicle for the Insured.

- 2.
 - (i) use for social domestic and pleasure purposes
 - (ii) use for the Insured's business. While the vehicle is being so used the carriage of passengers other than for hire or reward is permitted
 - (iii) use necessitated by the overhaul, upkeep and/or repair of the vehicle for the Insured

EXCLUDING

- (a) use for racing, pacemaking, reliability trial or speed testing
- (b) use while drawing a trailer except the towing (other than for reward) of any one disabled mechanically propelled vehicle
- (c) use for any purpose in connection with the Motor Trade other than use necessitated by the overhaul, upkeep and/or repair of the vehicle for the Insured.

DESCRIPTION OF VEHICLES

Any motor vehicle registered in the Insured's name and owned by him or hired to him under a Hire Purchase Agreement.

Provided that in respect of any such motor vehicle

- (i) details have been notified to and accepted by the Company
- (ii) a Road Traffic Act Certificate of Insurance specifying the Index Mark and Registration Number issued by the Company and delivered to the Insured remains valid (unless such Certificate is not required by Law)
- (iii) the Insured has paid or agreed to pay the premium

DESCRIPTION OF DRIVERS

N.B. Attention is Drawn to Endorsement Nos. 08, 09, 12 and 20 if Operative

- (a) the Insured
- (b) Any person who is driving with the Insured's consent
- (c) Any person in the Insured's employ who is driving with the Insured's consent
- (d) Any person in the Motor Trade who is driving with the Insured's consent for the purpose necessitated by the overhaul, upkeep and/or repair of the vehicle for the Insured

PROVIDED THAT the person driving holds a licence to drive such vehicle or having held such a licence is not disqualified from holding such a licence.

COMPLAINTS PROCEDURE

AIG Europe Limited wants to give you the best possible service. If you feel you have cause for complaint, you should contact the Personal Lines Manager at AIG Europe Limited, Ireland Branch.

If after such contact you remain dissatisfied, you may also write to the Customer Complaints Officer at AIG Europe Limited, AIG House, Merrion Road, Dublin 4. Phone: 01 208 1400.

If the complaint is not resolved to your satisfaction, you should contact the General Manager, AIG Europe Limited, AIG House, Merrion Road, Dublin 4.

At any stage, you may contact any of the following:

The Irish Insurance Federation
Insurance House, 39 Molesworth St., Dublin 2.
Phone: 01-6761820. Fax: 01-6761943.
E-mail: fed@iif.ie

The Central Bank of Ireland
P.O. Box 559, Dame Street, Dublin 2.
Phone: 1890 777 777. Fax: 01-671 6561
E-mail: enquiries@centralbank.ie

The Financial Services Ombudsman's Bureau
3rd Floor, Lincoln House, Lincoln Place, Dublin 2.
Lo Call: 1890 882 090. Phone: 01-662 0899 Fax: 01-662 0890
E-mail: enquiries@financialombudsman.ie

Your right to take legal action is not affected by following any of the above procedures.

This insurance is underwritten by AIG Europe Limited. Registered in England and Wales. Company number: 01486260. Registered office: The AIG Building, 58 Fenchurch Street, London EC3M 4AB, United Kingdom.

AIG Europe Limited, Ireland Branch has its registered branch office at AIG House, Merrion Road, Dublin 4, Ireland. Branch registration number 906664. Tel: +353 1 208 1400.

AIG Europe Limited is authorised and regulated by the Financial Services Authority of the United Kingdom, and is regulated by the Central Bank of Ireland for conduct of business rules.

CHOICE OF LAW

Both You and your Insurer are entitled to choose the law applicable to the Insurance contract. The Insurer proposes Irish Law, and in the absence of any agreement to the contrary, Irish law will apply

