

# Motor Fleet Policy

## **Important Information**

Please read and keep safe

# Motor Fleet policy

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**Aviva Insurance Ireland DAC**  
Aviva Insurance Ireland Designated Activity Company, trading as Aviva, is regulated by the Central Bank of Ireland.  
A private company limited by shares.  
Registered in Ireland No. 605769.

Registered Office: One Park Place, Hatch Street, Dublin 2, Ireland, D02 E651.

### Important

In case of accident immediate notice must be given to us. Aviva is very proud of its claims service. We know that this is when you need us most and we provide a speedy and efficient service to make the process as easy as possible for you.

### Our Right of Recovery

If by law we have to make a payment that we would not otherwise have had to make, we may seek recovery of that outlay incurred from you and/or the driver of the vehicle.

### Accident Line

Contactable 24 hours a day, 365 days a year  
1800 147 147

**In case of accident  
immediate notice  
must be given to us  
by phoning**

**Accident Line**

 **1800 147 147**

# Introduction

## Your policy and schedule

Here is your new Motor Fleet policy containing full details of the insurance we are providing. The schedule contains particulars personal to your insurance protection under the policy including the levels of cover operative under each section of the policy and should be read in conjunction with the rest of the policy.

**Important - Please note that only those sections as showing as in force in the attached schedule shall apply to your particular policy.**

May we please ask you to examine this policy and schedule carefully to ensure it meets with your particular needs.

Almost certainly these needs will change. If they do, please let us know – your policy is designed for easy amendment or extension.

You have the right to cancel your policy within the Cooling Off Period. If you wish to cancel your policy within the Cooling Off Period, you will need to return your certificates and discs to the company so we can cancel the policy. If the policy is cancelled within the Cooling Off Period, we will work out the premium for the period we have been insuring you and refund you the balance. Please read the section 'Policy Cancellation procedure' for more information.

## The law applicable to the contract

Under the relevant European and Irish legal provisions, the parties to the proposed contract of insurance, we, Aviva Insurance Ireland DAC, and you, the proposer, are free to choose the law applicable to the contract. We propose that Irish law will apply to the contract. The Insurer with which your contract will be concluded is Aviva Insurance Ireland DAC.

## Complaints procedure

We aim to give excellent service to all our customers; however, we recognise that things may occasionally go wrong. We will do our best to deal with your complaint as effectively and quickly as possible. If you arranged your cover through an intermediary or broker, please send your complaint to them. If your complaint is not sorted out to your satisfaction, please contact:

Aviva Insurance Ireland DAC at 1800 666 555.

You can also write to the Aviva Ireland Complaints Team - Aviva Insurance Ireland DAC, One Park Place, Hatch Street, Dublin 2, Ireland, D02 E651 or you can contact the following:

- **Insurance Ireland** at Insurance Centre, 5 Harbourmaster Place, IFSC, Dublin 1, D01 E7E8.  
Phone: (01) 676 1914  
Fax: (01) 676 1943  
E-mail: iis@insuranceireland.eu  
Website: www.insuranceireland.eu
- **Financial Services and Pensions Ombudsman**  
Lincoln House, Lincoln Place, Dublin 2, D02 VH29  
Phone: (01) 567 7000  
E-mail: info@fspo.ie  
Website: www.fspo.ie

You will not lose your right to take legal action if you contact either of the above.

## Motor Fleet policy

Aviva Insurance Ireland DAC ('the company') will provide insurance as expressed in this policy in respect of bodily injury loss or damage occurring during any Period of Insurance in respect of which the policyholder has paid or agreed to pay the premium

If more than one person is named as the policyholder the insurance granted by this policy applies jointly and individually to all such persons.

This policy booklet, the information you have provided (including any proposal and declaration) the schedule and the certificate of insurance, form the contract of insurance between you (the policyholder) and the company (Aviva Insurance Ireland DAC)

Where applicable, where insurance cover is provided under this policy in respect of risks established or located in the United Kingdom [notified to and accepted by the company], the insurance cover in respect of those risks will be provided through the company's branch in the United Kingdom.

## Special note

The schedule and Road Traffic Act Certificate(s) of Insurance and Disc(s) for this policy are separately enclosed.

## Foreign use

If you need full cover when travelling outside Ireland or the United Kingdom we will need to give you a Green Card (usually free of charge). Please contact us, in advance, with full details of your journey.

If you hire or borrow a vehicle, please tell us, as special provisions must be made to ensure you are properly protected.

## Insurance Act 1936

All monies which become or may become due or 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.

## Stamp Duties Consolidation Act 1999

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

## National Fleet Database

It is the responsibility of the policyholder to upload relevant data to the National Fleet Database (which includes all vehicles covered by this policy at any one time) in a timely manner, having regard for the frequency of vehicle changes and the requirements of the Road Traffic Act.

If your policy is on an immediate declaration basis, we will provide the National Fleet Database with the information relating to the vehicles covered under this policy on your behalf.

# Definitions

## Insurance provided

Where the insurance provided is

- 1 'Comprehensive' all sections of this policy apply
- 2 'Third party fire and theft' Section 1 applies only in respect of loss or damage caused directly by fire self-ignition lightning explosion or by theft or attempted theft
- 3 'Third party' Section 1 of this policy does not apply

## The vehicle

'vehicle' means

- 1 Any vehicle mentioned by description or by registration mark in the certificate of motor insurance (referred to in this policy as 'the certificate') bearing the number of this policy as the certificate number which has been issued to the policyholder and remains effective
- 2 Any trailer details of which have been notified to the company

## Drivers

The persons or classes of persons described in paragraph 6 of the certificate

## Private type car

Any vehicle constructed principally for the carriage of passengers and taxable for private use only

## Cooling Off Period

The 14 working days after:

- the start date of the policy; or
- the day on which you receive your policy documents;

whichever is later.

## Period of Insurance

The period of time covered by the policy, as shown in the current statement of fact, and any further period that the company agrees to insure the policyholder for.

## Consumer

Consumer means a 'consumer' as defined by section 2(1) of the Financial Services and Pension Ombudsman Act 2017. For the avoidance of doubt, the definition of 'consumer' shall include:

- (i) a natural person, not acting in the course of business,
- (ii) a sole trader, partnership, trust club or charity (not being a body corporate), with an annual turnover in its previous financial year (within the meaning of section 288 of the Act of 2014) of €3 million or less, or

(iii) an incorporated body that

- (a) had an annual turnover in its previous financial year (within the meaning of section 288 of the Act of 2014) of €3 million or less, and
- (b) is not a body corporate that is a member of a group of companies (within the meaning of section 8 of the Act of 2014) with a combined annual turnover (in the previous financial year (within the meaning of section 288 of the Act of 2014) of the group of companies), of greater than €3 million.

# Section 1 – Loss of or damage to the vehicle

The company will pay for loss of or damage to the vehicle including the accessories and spare parts or components whilst on the vehicle and the reasonable cost of protection removal and redelivery to the policyholder after repair of such loss or damage

Payment may be made at the company's option either for the cost of repair reinstatement or replacement or by cash for the amount of the loss or damage agreed between the company and the policyholder but not in any event exceeding the reasonable market value at the time of the loss or damage.

The company will also pay the reasonable cost of protection and removal to the nearest repairers if as a result of any insured loss or damage the vehicle is disabled.

## Windscreen damage

The company will pay for loss of or damage to the glass in your vehicle's windscreen or any other vehicle window (not including the sunroof) and any scratching on the bodywork as a result of the breaking of the windscreen or any such vehicle window.

We may at our sole discretion:

- repair or replace the windscreen; or
- pay a cash amount for the loss or damage

For our current list of aligned repairers phone **1800 147 147**

We will not ask you to pay any excess if you claim.

## Authority to repair the vehicle

The policyholder may authorise reasonable repairs to the vehicle provided that a detailed estimate is sent to the company immediately.

The company reserves the right to seek alternative estimates.

## Rugs, coats and personal effects

The company will pay for loss of or damage to rugs clothing and personal effects occurring in or on the vehicle but payment will in no circumstances exceed €130 in all in respect of any one occurrence and may at the request of the policyholder be made direct to the owner of the property so lost or damaged whose receipt will be a full and final discharge to the company.

## Hiring agreements

If to the knowledge of and agreed by the company the vehicle is owned by a person other than the policyholder or is the subject of a hiring, hire purchase, contract hire or leasing agreement any payment under this section will be made to the owner whose receipt will be a full and final discharge to the company.

## Concrete mixers

No liability shall attach to the company for loss or damage to

- (a) the drum or hopper of any concrete mixer / agitator or carrier and
- (b) any machinery pipe or hose used for the processing or discharging of the load

resulting from the solidification of the concrete or any like substance.

# Exceptions to Section 1

The company will not pay for

- 1 depreciation wear and tear mechanical or electrical breakdown or computer breakdown failures or breakages
- 2 damage to tyres unless such damage arises simultaneous to other loss or damage insured by this policy
- 3 loss of use
- 4 loss of or damage to
  - (a) money stamps documents or securities
  - (b) goods or samples carried in connection with any trade
- 5 loss of or damage to the vehicle caused by incorrectly fuelling the vehicle, the use of substandard or contaminated fuel, lubricants or parts
- 6 any loss of or damage to the vehicle which does not arise from an accidental sudden or unforeseen cause
- 7 loss or damage arising from confiscation or destruction by or under order of An Garda Síochána or any public authority

## Section 2 – Liability to third parties

The company will indemnify the insured person against all sums which he shall become legally liable to pay for damages and claimant's costs and expenses and any other costs and expenses incurred with its written consent in respect of bodily injury (fatal or otherwise) or damage to property (payment in respect of such damage been limited to €1,300,000 in respect of any one claim or number of claims arising out of one cause) arising as a result of an accident caused by or in connection with

- (a) the vehicle
- (b) the loading or unloading of the vehicle
- (c) the bringing of a load to the vehicle for loading thereon or the taking away of a load after unloading therefrom by
  - (i) the driver or attendant of the vehicle
  - (ii) any other person but only in respect of an accident caused or arising in a public place within the meaning of any relevant road traffic legislation

### Private type car property damage limit

Payment in respect of such damage to property and claimants' costs and expenses is limited to €30,000,000 in respect of any one claim or number of claims arising out of one cause where the vehicle is a private type car.

### Legal representation

In addition the company will pay

- 1 The solicitor's fee for
  - (i) representation at any coroner's inquest or fatal accident inquiry
  - (ii) defending in any court of summary jurisdiction any proceedings relating to any event which may be the subject of payment under this section
- 2 The company may at its own option and at the policyholder's request also arrange and pay for reasonable legal services up to €1,300 for defence in the event of proceedings being taken for manslaughter or causing death by reckless driving or under Sub-Section (2)(a) of Section 53 of the Road Traffic Act 1961 for dangerous driving causing death or serious bodily harm where such proceedings or charges relate to any event which may be the subject of indemnity under this section

We will not be liable for any expenses you incur without our prior approval. You must have our written permission before we will make any payment

### Insured person

'Insured person' shall mean any one or more of the following on whose behalf payment is claimed and/or the legal personal representatives of any of them

- 1 The policyholder
- 2 Any person entitled to drive by the terms of the certificate
- 3 The employer or partner of any person whose business use is permitted by the terms of the certificate

- 4 Any person using (but not driving) the vehicle with the permission of the policyholder for social domestic and pleasure purposes provided that such use is permitted by the terms of the certificate
- 5 At the request of the policyholder any person (other than the person driving) in or getting into or getting out of the vehicle
- 6 At the request of the policyholder the owner of the vehicle
- 7 The attendant of the vehicle

### Application of policy limits

In the event of any accident involving payment on behalf of more than one insured person any limitation by the terms of this policy (or of any endorsement thereon) of the amount of any payment shall apply to the aggregate amount of such payment on behalf of all such insured persons and such payment shall apply in priority to the policyholder

### Attached trailer

For the purposes of this section only the vehicle shall include any trailer or any one disabled mechanically propelled vehicle which is attached to the vehicle

### Articulated vehicle

For the purposes of this section only an articulated vehicle consisting of a power unit and one superimposed trailer shall not be deemed to be a vehicle drawing a trailer

The clause headed 'Attached Trailer' providing for the towing of disabled vehicles shall not be operative unless the power unit is being used without the superimposed trailer

### Road Traffic Act cover for small detached trailers

The cover provided under this section of the policy only extends to include the liability of the insured person arising under road traffic legislation in respect of any detached single axle trailer up to half tonne unladen weight but excluding caravans, mobile homes, trailer tents, boat trailers and any trailer which incorporates machinery or other equipment

# Exceptions to Section 2

Except so far as is necessary to meet the requirements of any road traffic legislation the company shall not be liable in respect of

- 1 loss of or damage to
  - (a) material property belonging to or held in trust by or in the custody or control of the policyholder or the insured person
  - (b) the vehicle
  - (c) property being conveyed by the vehicle
- 2 bodily injury to any person arising out of and in the course of such person's employment by the insured person
- 3 any claim if the insured person (other than the policyholder) is entitled to claim payment or indemnity under any other policy
- 4 liability arising in connection with the operation as a tool of the vehicle where the vehicle is designed to operate primarily as a tool or of plant forming part of the vehicle or attached thereto
- 5 bodily injury to any person driving, or in charge of for the purpose of driving, the vehicle
- 6 any person claiming in respect of personal injury to or illness to himself caused by or through or in connection with or arising from
  - (i) poisoning of any kind or foreign or deleterious matter in food or drink
  - (ii) anything harmful in the condition of any goods supplied at or from the vehicle or the defective condition of the container of such goods
  - (iii) anything harmful or defective in any treatment given at or from the vehicle
- 7 any person claiming in respect of personal injury or illness (including personal injury or illness causing death) to another person where such last mentioned person would be an excepted person under the preceding paragraph 7 if he were claiming himself in respect of such personal injury or illness and (where appropriate) such personal injury or illness had not caused his death
- 8 any skip bin whilst detached from the vehicle



## Section 3 – Territorial limits

The policy will apply in respect of

- 1 events occurring in
  - (a) the Republic of Ireland and
  - (b) Great Britain Northern Ireland Channel Islands or the Isle of Man or in the course of transit by sea between any ports therein including processes of loading and unloading
- 2 the minimum indemnity required to comply with the laws relating to compulsory insurance of vehicles in any country which is a member of the European Union and any other country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Article 8(1) of the EC Directive on insurance of civil liabilities arising from the use of motor vehicles (number 2009/103/EC)
- 3 any vehicle for which an International Motor Insurance Card (Green Card) has been issued and remains effective
  - (a) while it is in any country to which such green card applies
  - (b) in direct connection with the transit (including processes of loading and unloading) of the vehicle between any ports in countries to which the green card applies provided always that such transit shall be by any recognised sea passage of not longer duration under normal conditions than 65 hours

The company will also indemnify the policyholder against liability incurred by him for the enforced payment of customs duty on the vehicle after temporary importation thereof into any country to which the green card applies provided that such liability arises as the direct result of any loss or damage to the vehicle which loss or damage is the subject of indemnity under this policy

## Section 4 – Contingency cover

The company will indemnify the policyholder in the terms of Section 2 of this policy while any motor vehicle not the property of nor provided by the policyholder is being used in connection with the policyholder's business by any person in the policyholder's employ but not in respect of loss of or damage to such motor vehicle nor if there is any other existing insurance covering the same liability

## Section 5 – Emergency treatment

The company will pay the cost of emergency treatment of injuries caused by or arising out of the use of the vehicle where statutory liability for such treatment arises

## Section 6 – Vehicle in the custody of a motor trader

So far as payment to and the liability of the policyholder is concerned General exception 1 shall not apply whilst the vehicle is in the custody or control of a member of the motor trade for the purposes of its overhaul upkeep or repair

## Section 7 – Additional covers

### Fire Brigade Charges

We will pay for charges made by a fire authority under the Fire Services Act 1981 to:

- Control or put out a fire in your vehicle (in circumstances which have given rise to a valid claim under your policy); or
- Remove the driver or passengers from the vehicle using cutting equipment.

The most we will pay is €2,500.

### Unlicensed drivers

Any requirement of the certificate that the person driving must hold or have held a licence to drive shall be inoperative when a licence is not required by law provided that the terms of the certificate are otherwise observed and that the person driving is of an age to hold a licence to drive the vehicle

### Authorised or unauthorised movement

The company will indemnify the insured person in terms of Section 2 of the policy while any employee of the insured is moving or parking any motor vehicle not belonging to the insured which is impeding the legitimate passage of any motor vehicle described in the schedule

Paragraph 1 of Exceptions to Section 2 of this policy shall not apply to the vehicle being moved

### Unauthorised use

The company will indemnify the insured person while the vehicle is without the knowledge and consent of the insured being used for any purpose not permitted by the certificate

### Unauthorised driving

The company will indemnify the insured person while the vehicle is without the knowledge and consent of the insured being driven by or is for the purpose of being driven by him or her in the charge of any person not permitted to drive by the certificate

## Section 8 – Indemnity to hirers

The indemnity provided by Section 2 of the policy shall apply in respect of any person to whom the vehicle is let on hire by the Insured but only in respect of the negligence of the insured or any employee of the insured

Provided that

- 1 such hire is permitted by the terms of the certificate
- 2 the hirer is not entitled to indemnity under any other policy

## Section 9 – Endorsements

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

### **MF1 – Accidental damage excess**

In respect of each and every occurrence the company shall not be liable under Section 1 of the policy for the first amount (specified in the schedule as excess) otherwise payable in respect of loss of or damage to the vehicle / trailer other than by fire self-ignition lightning explosion or by theft or attempted theft

### **MF2 – Specified trailers**

The cover granted by this policy will extend to any trailer details of which have been advised to the company while attached to any vehicle described in the schedule of the policy for the purpose of being operated or drawn or detached and out of use

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

### **MF4 – Anti-theft locking device – trailers**

Notwithstanding anything to the contrary contained in this policy no liability shall attach to the company in respect of loss of or damage to any trailer (including a superimposed trailer being part of an articulated vehicle) specified in the 'Schedule of trailers' caused by theft or any attempt thereat unless such trailer is secured by an anti-theft locking device when detached and out of use other than when garaged on the policyholder's premises or in a locked or guarded compound elsewhere

### **MF8 – Increased 'property damage' cover**

The limit of indemnity referred to in Section 2 against liability for damage to property is increased to the amount specified in the policy schedule against this endorsement number

### **MF9A – Inclusion of third party working risk (full cover)**

Exception 4 in Section 2 of the policy is deleted

Provided that in respect of each and every occurrence or series of occurrences arising out of one cause in connection with any one vehicle the company shall not be liable for the first €625 of any expenditure (including costs fees or expenses) for which provision is

made under this endorsement or of any expenditure in the exercise of the company's discretion under Condition 5 in Section 11 of the policy

### **MF9B – Inclusion of third party working risk (excl. subsidence etc.)**

Exception 4 in Section 2 of the policy is deleted

Provided that while the vehicle or any plant forming part of or attached to the vehicle is being operated as a tool the company shall be under no liability under Section 2 for or arising out of subsidence flooding or water pollution except so far as is necessary to meet the requirements of any road traffic legislation.

Provided that in respect of each and every occurrence or series of occurrences arising out of one cause in connection with any one vehicle the company shall not be liable for the first €625 of any expenditure (including costs fees or expenses) for which provision is made under this endorsement or of any expenditure in the exercise of the company's discretion under Condition 5 in Section 11 of the policy

### **MF9C – Inclusion of third party working risk (limited)**

Exception 4 in Section 2 of the policy is deleted

Provided that while the vehicle or any plant forming part of or attached to the vehicle is being operated as a tool the company shall be under no liability under Section 2 for or arising out of

- (i) subsidence flooding or water pollution
- (ii) damage to pipes or cables

except so far as is necessary to meet the requirements of any road traffic legislation

provided also that in respect of each and every occurrence or series of occurrences arising out of one cause in connection with any one vehicle the company shall not be liable for the first €625 of any expenditure (including costs fees or expenses) for which provision is made under this endorsement or of any expenditure in the exercise of the company's discretion under Condition 5 in Section 11 of the policy

### **MF10 – Excluding damage while in use as a tool**

The company shall not be liable under Section 1 of the policy in respect of loss of or damage to the vehicle arising out of the operation as a tool of the vehicle or of plant forming part of or attached to the vehicle

### **MF11 – Fatal accident benefit**

In the event of death of any person authorised to drive under this policy due to accidental bodily injury sustained as a driver (but only as a driver) of any motor vehicle insured by the policy the company will pay an amount of €26,000 to the legal personal representatives of the deceased person

### **Exceptions to Endorsement MF11**

This insurance shall not apply in respect of death consequent upon

- (a) suicide
- (b) motor cycling by any person insured
- (c) any pre-existing physical defect or infirmity of any person insured

- (d) any person insured being affected (temporarily or otherwise) by alcohol or drug
- (e) any accident where death does not occur within six calendar months from the date of accident
- (f) HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) however caused and/or any mutant derivatives variations or treatment thereof however caused

#### Conditions to Endorsement MF11

- 1 All certificates information and evidence required by the company shall be furnished at the expense of any claimant hereunder and shall be in such form and of such nature as the company shall prescribe
- 2 The company shall be entitled at its own expense to have a post mortem examination
- 3 No assignee shall be entitled to any payment under the extension
- 4 The receipt of the legal personal representatives of any person insured by this extension in respect of whom payment is made by the company shall be a full and valid discharge of the company's liability under this extension

#### MF12 – Third party fire and theft whilst persons holding a provisional driving licence are driving

The company shall not be liable under Section 1 of the policy for loss or damage other than by fire self-ignition lightning explosion or by theft or attempted theft while the vehicle is being driven by or is under the direct control of any person who holds a provisional licence

#### MF13 – Comprehensive cover with increased excess for specified persons

Endorsement MF12 is inoperative while the vehicle is being driven by or is under the direct control of the person(s) mentioned against this endorsement number in the schedule

In respect of such person(s) the amount for which the company shall not be liable in terms of Endorsement MF1 or Endorsement MF14 whichever is applicable is as stated in the schedule against this endorsement number

#### MF14 – Fire theft and accidental damage excess

In respect of each and every occurrence the company shall not be liable under Section 1 of the policy for the first amount (specified in the schedule as excess) otherwise payable in respect of loss of or damage to the vehicle

#### MF15 – Declaration of vehicles

The policyholder shall immediately (or at the intervals stated against this endorsement number in the schedule) declare to the company details of

- (a) any additional or replacement vehicles or trailers acquired by or hired or lent to him for which cover is required
- (b) vehicles or trailers disposed of by him for which cover is no longer to be provided

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

#### MF16 – Indemnity to principals

Notwithstanding General exception 2 the company will indemnify

the insured person in the terms of Section 2 in respect of liability assumed by the policyholder under an agreement with any person (the principal) for the execution of work or services or in connection with access to any premises or road in the ownership or occupation of the principal

Provided that

- (a) the policyholder shall have arranged with the principal for the conduct and control of all claims for which the company may be liable by virtue of this endorsement to be vested in the company
- (b) the company shall not be liable by virtue of this endorsement in respect of
  - (i) liability which attaches to the principal by virtue of an agreement which would not have attached in the absence of such agreement
  - (ii) bodily injury to the principal for any amount for which the policyholder would not be liable in the absence of an agreement
  - (iii) damage to property belonging to or held in trust by or in the custody or control of the principal for any sum in excess of the amount required to indemnify the principal
  - (iv) liability which arises other than by reason of the negligence of the policyholder or an employee of the policyholder

#### MF17A – Section 1 cover for unspecified detached trailers

The cover granted by Section 1 – Loss of or damage to the vehicle will extend to any unspecified detached trailers in the insured's custody or control whilst in the course of a journey (payment in respect of such loss or damage being limited to the amount stated in the schedule against this endorsement number in respect of any one claim or number of claims arising out of one cause)

#### Exceptions to Endorsement MF17A

The company will not be liable under this endorsement in respect of

- (a) loss of or damage to any unspecified trailers the property of the insured or hired to the insured under a hire purchase agreement
- (b) any loss damage liability and/or injury arising out of any event occurring while any such vehicle is drawing a greater number of trailers in all than is permitted by law
- (c) loss of or damage to property being conveyed by in or on any unspecified trailers

#### MF17B – Section 2 cover for unspecified detached trailers

The cover granted by Section 2 – Liability to third parties will extend to any unspecified detached trailers in the insureds custody or control whilst in the course of a journey

#### Exceptions to Endorsement MF17B

The company will not be liable under this endorsement in respect of

- (a) liability arising in connection with any unspecified trailers the property of the insured or hired to the Insured under a hire purchase agreement
- (b) any loss damage liability and/or injury arising out of any event occurring while any such vehicle is drawing a greater number of trailers in all than is permitted by law
- (c) loss of or damage to property being conveyed by in or on any unspecified trailers
- (d) liability arising from the operation of any plant permanently

attached to and forming part of the any unspecified trailers (other than any lifting device for self-loading) as a tool except so far as is necessary to meet the requirements of any road traffic legislation

### **MF26 – Private Car Assistance package from Aviva (Class 1/2/3 Motor Fleet)**

In the event of one of the following occurring while the insured is at home or travelling away from home:

Mechanical breakdown fire theft or any attempt thereat malicious damage punctures that require assistance to fix or replace a wheel, lost keys, stolen keys, keys broken in the lock or locked in the car.

#### **Definitions**

**The insured** shall mean any driver including the insured who is driving the vehicle specified on the certificate of motor insurance and who is driving with the insured's knowledge and consent.

**The passengers** shall mean all non-fare paying passengers (excluding hitch-hikers) being transported in the insured vehicle at the time assistance is required.

#### **Benefits**

Breakdown Rescue from Aviva insured will provide the following benefits.

##### **1 Roadside and driveway assistance**

Send out a competent repairer to assist on the roadside or the insured's home and if the vehicle can be repaired in situ, will give up to one hour's free labour at the scene

##### **2 Towing**

Towing to the nearest competent repairer or to the insured's garage, whichever is closer

##### **3 Completing your journey**

If repairs cannot be carried out in situ, when the vehicle breaks down away from your home, one of the following benefits will be applied by the assistance company.

Onward transportation for the insured and passengers to their intended destination in Ireland

Or

Use of a replacement car for up to 48 hours while repairs are carried out to the insured's vehicle

Or

Overnight accommodation limited to Bed and Breakfast, while repairs to the Insured's vehicle are in progress subject to maximum value of €32 per person and €127 in total

In the event of the vehicle being repaired, the assistance company will provide the cost of public transportation for the insured to collect his or her vehicle

##### **4 Theft**

In the event of the theft of the insured's vehicle, which has been reported to the Gardai and the company, and not recovered within 24 hours, the assistance company will provide a replacement car for up to five days or to when the insured vehicle is recovered, whichever is soonest

##### **5 Accident**

In the event of an accident and the insured decides not to avail of the Aviva Approved Repairer facility we will tow the insured to the nearest competent repairer or to a garage of their choice whichever is closer (None of the other benefits will apply)

##### **6 Freephone numbers**

If you are calling anywhere within the Republic of Ireland dial:  
Freephone 1800 646 566

If you are calling anywhere within Northern Ireland dial:

0161 452 3198

**Geographical limit:** Island of Ireland

### **Conditions to Endorsement MF26**

- 1 No benefit shall be payable unless the company has been notified and has authorised assistance through the medium of the emergency telephone number provided
- 2 In the event of theft of the insured vehicle, the theft must be reported to a police station before any benefits can apply
- 3 The policy number must be quoted when calling for assistance and the relevant identification produced on the demand of the repairer recovery, specialist or other nominated agent of the company
- 4 In the event of cancellation of the policy by the insured outside the Cooling off Period no return of premium shall be allowed in respect of the Assist portion of the premium
- 5 Territorial limits of cover is the Island of Ireland
- 6 Vehicles eligible for assistance will be restricted to private cars or private cars modified for commercial use
- 7 To be eligible for assistance the insured shall hold a current Commercial Fleet Motor Insurance Policy with Aviva Insurance Ireland DAC
- 8 Replacement cars are subject to commercial car hire criteria. This criteria may include, however is not limited to the following: a full driver's licence without endorsements and cash or credit card deposit. This criteria is not exhaustive and may change from time to time. It is also a condition of car hire that the car must be returned to the pick up point
- 9 Insured must be with the vehicle when the repairer arrives. If the insured is not with the vehicle and our repairer cannot assist any subsequent assistance will be at the insured's own cost.

### **Exceptions to Endorsement MF26**

The company shall not be liable:

- 1 For any liability or consequential loss arising from any act performed in the execution of the assistance services provided
- 2 To pay for expenses which are recoverable from any source
- 3 For any claim arising where the vehicle is carrying more passengers or towing a great weight than that for which it was designed as stated in the manufacturer's specifications or arising directly out of the unreasonable driving of the vehicle on unsuitable terrain
- 4 For any accident or breakdown brought about by an unavoidable, wilful and deliberate act committed by the insured
- 5 For the cost of repairing the car other than outlined in Benefit number 1 – Roadside and driveway assistance
- 6 For the cost of any parts keys lubricants fluids or fuel required to restore a vehicle's mobility
- 7 For any claim caused by fuels mineral essences or other flammable materials explosives or toxins transported in the car
- 8 For any breach of this section of the policy or failure on our part to perform any obligation as a result of acts of God government control restrictions or prohibitions or any other act or omission of any public authority (including Government) whether local national or international or the default of any supplier agent or other person or of labour disputes or difficulties (whether or not within the company) or any other cause whatsoever where such cause is beyond our reasonable control

- 9 If we refuse assistance in the circumstances where a driver is clearly intoxicated
- 10 If we have to make a forced entry to the insured vehicle because you are locked out or have lost your keys, you must sign a declaration, saying that you will be responsible for the damage

#### **MF27 – Commercial Vehicle Fleet Travel Assistance from Aviva**

##### **1 Policy hours**

Breakdown Rescue will provide the freephone facility 24 hours a day 7 days a week including bank holidays

##### **2 Breakdown of vehicle**

In the event of a breakdown of the vehicle, we will arrange for up to one hour's free labour in situ. In the event that the vehicle cannot be repaired we will provide towing for up to 15 miles radius from the breakdown site

##### **3 Message relay**

We will undertake to relay all relevant messages on behalf of the driver regarding the breakdown

##### **4 Arrangements**

In the event of a breakdown Breakdown Rescue will undertake on behalf of the driver and occupants to make the following arrangements:

- (a) Accommodation
- (b) Alternative transport

We will not be responsible for the costs of accommodation or alternative transport

##### **5 Theft of the vehicle**

In the event of theft or attempted theft of the vehicle the benefits listed above are not available unless the matter is immediately reported to the police

##### **6 Freephone numbers**

If you are calling anywhere within the Republic of Ireland dial:

**Freephone 1800 646 566**

If you are calling anywhere within Northern Ireland dial:

**0161 452 3198**

**Geographical limit:** Island of Ireland

We are responsible only for expenses incurred with our prior approval so if you need assistance call us 24 hours a day. Please do not make your own arrangements as you will not be reimbursed for these.

#### **Exceptions to Endorsement MF27**

We shall not be liable:

- 1 to pay for assistance services arranged by or on behalf of you or any other beneficiary or any other party without first having obtained authorisation from us
- 2 for consequential loss of any description
- 3 to pay for expenses
  - (a) which are recoverable from any other source
  - (b) incurred in relation to hitch-hikers being transported in your vehicle

- (c) arising where the driver of the vehicle is under the influence of drugs, toxicants or narcotics or where his or her blood-alcohol level exceeds that permitted by the laws in the country where the vehicle is being used
- (d) For the cost of any parts, keys, lubricants, fluids, or fuel required to restore a vehicle's mobility

- 4 (a) the contravention of regulations relating to the carriage of persons, animals or objects in any vehicle where such contravention was a contributory cause of the accident or event causing the claim

(b) the participation by any beneficiary in:

- (i) competitions rallies or trials
- (ii) sports
- (iii) criminal conduct
- (iv) wagers or challenges

5 In respect of:

- (a) events caused by fuels, minerals, essences or any other flammable materials, explosives or toxins transported in the vehicle
- (b) any breach of this section of the policy or failure on our part to perform any obligation as a result of acts of God, government control, restrictions or prohibitions, or any other act or omission of any public authority (including Government) whether local, national or international, or of the default of any supplier, agent or other person, or of labour disputes or difficulties (whether or not within the company) or any other cause whatsoever where such cause is beyond our reasonable control

6 For any accident or breakdown brought about by an avoidable wilful and deliberate act committed by the insured

7 If we have to make a forced entry to the insured vehicle because you are locked out or have lost your keys, you must sign a declaration, saying that you will be responsible for the damage

#### **Conditions to Endorsement MF27**

- 1 No benefit shall be payable unless the company has been notified and has authorised assistance through the medium of the emergency telephone number provided
- 2 The policy number must be quoted when calling for assistance and the relevant identification produced on the demand of the repairer, recovery specialist or other nominated agent of the company
- 3 In the event of cancellation of the policy by the insured outside the Cooling off Period no return of premium shall be allowed in respect of the Assist portion of the premium
- 4 Territorial limits of cover is the Island of Ireland
- 5 Vehicles eligible for assistance will be restricted to commercial vehicles up to 4 tonnes loaded weight as allowed under manufacturers specifications. No towing benefits will apply to vehicles whose loaded weight exceeds this specification
- 6 To be eligible for assistance the insured shall hold a current commercial fleet insurance policy with Aviva Insurance Ireland DAC



### MF28 – Taxi Fleet Assist from Aviva

In the event of the insured vehicle being immobilised as a result of electrical or mechanical breakdown or accident, [including fire attempted theft and malicious damage], Breakdown Rescue [‘the Company’] will arrange and pay for the benefits set out hereafter.

#### Definitions

**The insured** shall mean any driver including the insured who is driving the vehicle specified on the certificate of motor insurance and who is driving with the insured’s knowledge and consent.

#### Benefits

##### 1 Labour

The cost of call out and if it is possible to make immediate repairs, the cover provides up to one hour’s labour provided the repair can be safely carried out in situ and not at the repairer’s premises

##### 2 Towing

The cost of towing the vehicle to the nearest competent repairer or to any other requested location, if closer

##### 3 Message Relay

The relay of any relevant messages relating to the assistance on behalf of the insured

##### 4 Freephone numbers

If you are calling anywhere within the Republic of Ireland dial:

**Freephone 1800 646 566**

If you are calling anywhere within Northern Ireland dial:

**0161 452 3198**

**Geographical limit:** Island of Ireland

This service is not a mechanical service and service will not be provided whereby the Insured is aware of a mechanical problem and spare parts have already been acquired for the cause of breakdown

#### Exceptions to Endorsement MF28

The company will not be liable:

- 1 For any liability or consequential loss arising from any act performed in the execution of the assistance services provided
- 2 To pay for expenses which are recoverable from any other source
- 3 For any claim arising where the vehicle is carrying more passengers or towing a greater weight than for which it was designed as stated in the manufacturer’s specifications, or arising directly out of the unreasonable driving of the vehicle on unsuitable terrain.
- 4 For any accident or breakdown brought about by an avoidable, wilful and deliberate act committed by the insured.
- 5 For the cost of repairing the car other than outlined in Benefit number 1 – Labour.
- 6 For the cost of any parts, keys, lubricants, fluids or fuel required to restore a vehicle’s mobility.

- 7 For any claim caused by fuels mineral essences or other flammable materials, explosives or toxins transported in the car
- 8 For any breach of this section of the policy or failure on our part to perform any obligation as a result of acts of God, government control, restrictions or prohibitions or any other act or omission of any public authority (including Government) whether local, national or international, or the default of any supplier, agent or other person or of labour disputes or difficulties (whether or not within the Company) or any other cause whatsoever where such cause is beyond our reasonable control
- 9 If we refuse assistance in the circumstances where a driver is clearly intoxicated
- 10 If we have to make a forced entry to the insured vehicle because you are locked out or have lost your keys, you must sign a declaration, saying that you will be responsible for the damage

#### Conditions to Endorsement MF28

- 1 No benefit shall be payable unless the Company has been notified and has authorised assistance through the medium of the emergency telephone number provided.
- 2 The policy number must be quoted when calling for assistance and the relevant identification produced on the demand of the repairer, recovery specialist or other nominated agent of the Company.
- 3 In the event of cancellation of the policy by the insured outside the Cooling off Period no return of premium shall be allowed in respect of the Assist portion of the premium.
- 4 Territorial limits of cover are the Island of Ireland.
- 5 Vehicles eligible for assistance will be restricted to private cars or small vans modified for use as a taxi.
- 6 To be eligible for assistance, the Insured shall hold a current Commercial Fleet Motor Insurance Policy with Aviva Insurance Ireland DAC.

#### MF99 – Annual declaration of vehicles

The policyholder shall annually (at the expiry of the period of insurance) declare to the company details of

- (a) any additional or replacement vehicles or trailers acquired by or hired or lent to him for which cover is required
- (b) vehicles or trailers disposed of by him for which cover is no longer to be provided

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

# Section 10 – General exceptions

The company will not pay for the following

## Driving and use of the vehicle

- 1 Any claim if to the knowledge of the insured person the vehicle is at the time of the accident being driven or used other than in accordance with the terms of the certificate

## Contractual liability

- 2 Liability assumed by the policyholder by agreement and which would not have attached in the absence of such agreement

## Radioactive contamination

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

## War risks

- 4 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 except so far as is necessary to meet the requirements of any road traffic legislation

## Riot or civil commotion

- 5 Any bodily injury loss of or damage to material property (except under Section 2) arising during or in consequence of riot or civil commotion

## Sonic bangs

- 6 Loss destruction or damage (except under Section 2) directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

## Pollution

- 7 This policy excludes all liability in respect of pollution or contamination other than caused by a sudden and unexpected incident which takes place 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

The liability of the company for all compensation payable in respect of all pollution or contamination which is deemed to have occurred during the period of insurance shall not exceed €1,300,000 in the aggregate

For the purpose of this clause 'pollution or contamination' shall be deemed to mean

all pollution or contamination of buildings or other structures or of water or land or the atmosphere and

all loss or damage or injury directly or indirectly caused by such pollution or contamination

## Terrorism exclusion

- 8 Any liability loss damage, cost or expense of whatsoever nature (except so far as is necessary to meet the requirements of the Road Traffic Acts) directly or indirectly caused by resulting from or in connection with any act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss

For the purpose of this exclusion, terrorism means an act and/or threat of force or violence by any person or persons, whether acting alone or on behalf of or in connection with any organisation committed for political or other purposes with including the intention to influence any government and/or to put the public or any section of the public in fear

The exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism

If the company maintain that by reason of this exclusion any loss damage cost or expense is not covered by this policy, the burden of proving the contrary shall be upon the insured

# Section 11 – Conditions

## Identification

- 1 This policy and any endorsement thereon the policy schedule and the certificate(s) are to be read together and any word(s) or expression(s) to which a specific meaning has been attached in any of them shall bear the same meaning wherever it/they may appear

For the purposes of this policy the word

- (i) 'insured' appearing on any endorsement hereon shall have the same meaning as the word 'policyholder'
- (ii) 'clause' appearing on any endorsement hereon shall have the same meaning as the word 'section'

## Proposal Form and Information you provide

- 2 You are under a duty to answer all questions, which we ask, honestly and with reasonable care. The answers in any proposal, statement of fact, declaration and any other document provided by you to us for this insurance must be true and complete. Any proposal, statement of fact, declaration and any other document provided by you to us will form part of your contract with us.

In addition, any obligation of the company to make any payment under this policy is conditional upon the policyholder or any other person on whose behalf payment is claimed observing the terms and conditions of this policy in so far as they apply.

## Additional Duty of disclosure for Non-Consumer Customers that also applies (this does not apply to any policyholder who is a Consumer as defined in this policy)

- 3 Any facts known to the policyholder and any changes affecting the risk since inception of the policy or last renewal date (whichever is the later) must be disclosed to us. Failure to disclose may mean that the policy will not provide the policyholder with the cover required or may invalidate the policy altogether.

## Claims procedure

- 4 Any occurrence giving rise to or which might give rise to injury loss or damage involving the vehicle must be reported to the company with full details immediately.

In the event of the vehicle being stolen immediate notice must be given to the nearest Garda Station.

Every communication relating to such occurrence must be sent to the company immediately and the policyholder or any other person on whose behalf payment is claimed shall give all such assistance as the company may require. Notice must also be given to the company immediately if the policyholder or any other person on whose behalf payment is claimed shall have knowledge of any impending prosecution or inquest in connection with any such event.

No admission of liability or offer or promise of payment whether expressed or implied shall be made without the written consent of the company which shall be entitled at its own discretion to take over the conduct in the name of the policyholder (or any other person entitled to indemnity or payment under this policy) the defence or settlement of a claim or to prosecute in the name of the policyholder (or such other person) for its own benefit a claim for indemnity or damages or otherwise.

## Claims control

- 5 In connection with any one claim or number of claims arising out of one cause for payment against liability in respect of

loss of or damage to material property the company may at any time pay to the policyholder the amount of the indemnity provided by this policy (after deduction of any sum or sums already paid as compensation) or any less amount for which such claim or claims can be settled

Upon such payment being made the company shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of costs and expenses of litigation recoverable or incurred in respect of matters prior to the date of such payment

## Other insurances

- 6 If at the time any claim arises under this policy there is any other existing insurance covering the same accident injury loss or damage the company shall not be liable to pay or contribute more than its rateable proportion of any loss damage compensation costs or expenses

Nothing however in this condition shall impose on the company any obligation to make any payment under this policy from which it would have been relieved under Exception 3 to Section 2 or Section 4 or Section 8 of this policy but for the terms of this condition

## Vehicle maintenance safeguarding from loss

- 7 The policyholder shall take all reasonable steps to safeguard against bodily injury loss of or damage to material property and shall maintain the vehicle in efficient condition. At all times the company shall have free access to examine the vehicle.

## Policy cancellation procedure

- 8 This policy may be cancelled by the company sending 10 days' notice by letter to the last known address of the policyholder who shall then be entitled to a proportionate return of premium.

If you wish to cancel your policy within the Cooling Off Period please read the section 'Your Policy and Schedule' for more information.

## Arbitration

- 9 Any dispute between the policyholder and the company on the company's liability in respect of a claim or the amount to be paid shall, in default of agreement, be referred within twelve months of the dispute arising, to an arbitrator, appointed jointly by the policyholder and the company in agreement, or failing agreement appointed by the president for the time being of the Incorporated Law Society of Ireland and the decision of such arbitrator shall be final and binding on both parties. If the dispute has not been referred to arbitration within the aforesaid twelve month period, then it shall be deemed to have been abandoned and not recoverable thereafter

## Avoidance of certain terms and right of recovery

- 10 Nothing in this policy or any endorsement thereon shall affect the right of any person insured 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 liability to third parties

But the policyholder shall repay to the company all sums paid by the company which the company would not have been liable to pay but for the provisions of such law



### Renewal procedure

- 11 Prior to the commencement of each period of insurance the policyholder shall lodge with the company a schedule of all motor vehicles and trailers for which cover is required
- The schedule lodged with the company must provide details of the value, cover required and use of each of the motor vehicles and trailers for which cover is required

### Driving licence conditions

- 12 Before the company will make any payment under this policy
- (a) any person whose driving is covered by the terms of the certificate must hold a licence to drive the vehicle or if having held a licence to drive must not be disqualified from holding that licence
  - (b) Any person whose driving is covered by the terms of the certificate must comply with any restriction, condition and limit on their driving licence including any restriction relating to the class of vehicle being driven or any other licence condition that may apply.
  - (c) Any learner permit holder whose driving is covered by the terms of the certificate must specifically comply with the requirement to be accompanied at all times by a full driving licence holder while the learner permit holder is driving. The learner permit holder must comply with all restrictions, conditions and limits of their learner permit as prescribed by the Road Traffic Acts and any other regulations, which apply to such learner permit holders while driving.

### Fraud

- 13 You may lose all benefit under this policy if any claim is fraudulent in any way or if you or anyone acting on your behalf has used any type of fraud relating to this insurance policy (this includes exaggerating a claim, making a claim which is in any way false, or use of any false or stolen documents when making a claim).

You may lose all benefit under this policy if you have not answered all questions, which we have asked, honestly and with reasonable care (including any answers or information you have provided to us that may have affected our decision to provide cover or in calculating the policy premium) or if you have used any false or stolen documents in applying for the cover provided under this policy.

In the event of any fraud relating to this insurance policy we may cancel the policy and retain the premium paid.

### Mid term alterations

- 14 If you make an alteration to your policy and this results in an adjustment in premium, we will not charge you for premium adjustments less than €20, nor will we refund you any premium amounts of less than €20

### Alteration of Risk

- 15 You may lose all benefit and cover under this policy if, since the start date of the policy or your last renewal date (whichever is the latest), there is a material change in your circumstances (which includes any new circumstances or changes in circumstances which alter the subject matter of this policy or the nature of the risk underwritten). To ensure you are fully protected, please tell us immediately of any changes in respect of circumstances relating to you, the other drivers covered under this policy, your vehicle (as required by this policy) or vehicle insurance.

### Information or Changes we need to know about

- 16 You must immediately tell us about:
- (i) where required by your policy terms and conditions, any change or replacement of the vehicle(s) or if you sell or dispose of the vehicle(s);
  - (ii) any change in your business or occupation or any change in the way the vehicle(s) is used if such use is not covered by the certificate issued (and which remains effective) to the policyholder for the vehicle(s);
  - (iii) if the vehicle(s) is given access to any hazardous sites or locations (for example access to airside or any other restricted parts of an airport), or begins carrying explosive, corrosive, chemical, inflammable or hazardous goods;
  - (iv) any change affecting ownership of the vehicle(s);
  - (v) any accident, loss or claims made against you in the last five years, and/or any claims currently outstanding/pending, that have not already been advised to us;
  - (vi) any convictions, offences, driving disqualifications or prosecutions pending of any nature (for example, but not limited to, fraud, theft or handling stolen goods) that are not considered a 'spent conviction' under the Criminal Justice (Spent Convictions and certain Disclosures) Act 2016 that have not already been advised to us;
  - (vii) if you have, within the past 5 years, been
    1. refused a renewal of an insurance policy,
    2. had a policy of insurance cancelled,
    3. had an increased excess or reduced level of policy cover imposed on a motor policy, by any insurer, that has not already been advised to us;
  - (viii) any medical condition, that impairs any driver's ability to drive, that has not been advised to the National Driving Licence Service, or that has not already been advised to us; and/or
  - (ix) any changes to the current and valid driving licence, which each driver is required to hold, that prevents a driver from legally being allowed to drive in the Republic of Ireland.

If you don't give us full and correct information, or tell us about the above changes, we may refuse to pay all or part of a claim. Therefore, to ensure you are fully protected if you are unsure whether you need to tell us of a change in respect of your circumstances, please contact your broker immediately.



*For our joint protection, we may record and  
monitor phone calls.*

**Aviva Insurance Ireland DAC**

Aviva Insurance Ireland Designated Activity Company, trading as Aviva, is regulated by the Central Bank of Ireland.

A private company limited by shares.

Registered in Ireland No. 605769.

Registered Office: One Park Place, Hatch Street, Dublin 2, Ireland, D02 E651.