

# Taxi / Hackney Policy

## **Important Information**

Please read and keep safe

# Taxi / Hackney Policy

Contents	Page
Introduction	1
Definitions	3
Section 1 - Loss of or damage to the Vehicle	5
Section 2 - Liability to third parties	7
Section 3 - Territorial Limits	9
Section 4 - Indemnity to hirers	10
Section 5 - Emergency treatment	10
Section 6 - Vehicle in the custody of a motor trader	10
Section 7 - No Claim Discount	10
Section 8 - Endorsements	11
Section 9 - General Exceptions	16
Section 10 - Breakdown Rescue	17
Section 11 - Conditions	19

## 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.

## Accident Line

Contactable 24 hours a day, 365 days a year

**1890 666 888**

## 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.

## Breakdown Rescue

Your Taxi / Hackney policy also includes Breakdown Rescue. The details of this cover are in Section 10 of this policy document.

To avail of this service, please contact Breakdown Rescue on:

**1800 44 88 88**



### 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.

# Introduction

## Your Policy and Schedule

We have enclosed your Policy Schedule and Road Traffic Act Certificate(s) of insurance and disc(s) separately. You should read these as one document together with your Policy. The Schedule shows your cover and any extra benefits or amendments which may apply.

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 Certificate(s) and disc(s) 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, and you will not be subject to our short-period rates.

Please read the section 'Policy Cancellation procedure' for more information.

## The law which applies 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 policy

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  
1850 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](mailto:iis@insuranceireland.eu)  
**Website:** [www.insuranceireland.eu](http://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](mailto:info@fspo.ie)  
**Website:** [www.fspo.ie](http://www.fspo.ie)

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

## Taxi/Hackney Motor Policy

Aviva Insurance Ireland DAC (hereinafter referred to as "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 form and declaration) the Schedule and the Certificate of Insurance, form the contract of insurance between you (the Policyholder) and us (Aviva Insurance Ireland DAC).

### Special notes

The Schedule and Road Traffic Act Certificate(s) of Insurance and Disc(s) for this Policy are separately enclosed. In case of accident immediate notice must be given to the Company.

### Foreign use

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

## Green Card

The Green Card is a document that is recognised in over 40 countries including all the countries in Europe.

It offers no insurance cover. It is proof that the minimum legal requirements for third party liability insurance in any country for which the Green Card is valid are covered by the insured's own motor policy.

### 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 line with Section 5 of the Stamp Duties Consolidation Act 1999.

# Definitions

## Insurance Provided

Where the “Insurance Provided” under this policy 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
- 4 “Policy” means this Commercial Motor policy
- 5 “Schedule” means the enclosed schedule document outlining the insurance cover in place.
- 6 “The Company” means Aviva Insurance Ireland DAC

## 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

## Drivers

The persons or classes of persons described in paragraph 6 of the Certificate.

## Period of Insurance

The period of time covered by the Policy, as shown by the Schedule, and any

further period that the Company agrees to insure the Policyholder for.

## Private Type vehicle

“Private Type Vehicle” - Any vehicle constructed principally for the carriage of passengers and taxable for private use only.

## The Vehicle

“The 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.

## You, your

The Policyholder named in the Schedule.

## ADDITIONAL COVERS

### Replacement lock cover

If your Vehicle keys or lock transmitter of your Vehicle is lost or stolen, the Company will pay for the cost of replacing:

- 1 the door locks and boot lock;
- 2 the ignition steering lock; and
- 3 the lock transmitter and central-locking interface.

However, you must prove to us that

any person who may have your keys or transmitter is likely to know where you keep your Vehicle. The Company will not take off the Excess and your No Claims Discount will not be affected if you claim under this section.

The most we will pay in respect of this section is €1,000.

### **Fire brigade charges**

The Company 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 the Company will pay is €1,000.

### **Hijack Cover**

The Company will provide cover for a sudden unexpected specific event with deliberate intent to unlawfully seize control of the Vehicle through force violence or intimidation caused by an unknown third party.

All incidents must be reported to the Gardai.

The Company will not regard as a claim for the purpose of Section 7 (No Claims Discount) any payment which may be made in relation to a claim under

this section of the Policy. Furthermore any stipulation in this Policy that the Company will not pay for the first portion of any claim shall not apply to payments made under this clause.

The most the Company will pay is €150.

# 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 within the Republic of Ireland, Great Britain, Northern Ireland, Channel Islands or the Isle of Man after repair of such loss or damage.

We may at our sole discretion:

- repair or replace the Vehicle or any part of it using a repair service of our choice; or
- pay a cash amount for the loss or damage to the Vehicle not exceeding the amount our repair service states it would cost to repair or replace your Vehicle

Payment will not in any event exceed the current market value of the Vehicle or the value of the Vehicle shown in the Policy Schedule whichever is less.

In respect of loss or damage to radio equipment (receiving or transmitting), meters, receipt machine, roof signs and audio equipment including car phone and such equipment being permanently installed in the Vehicle the maximum liability of the Company shall not exceed

€1,750. The Company shall not be liable for the first amount (specified in the Schedule as Excess) in respect of loss or damage caused by theft or attempted theft.

## Windscreen Damage

The Company will pay for loss of or damage to the glass in your Vehicles 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

If you use our aligned windscreen repairers (phone **1890 666 888** for our current list of aligned repairers) for the replacement or repair, there is no limit. If you use any other windscreen repairer, a limit of €225 will apply.

Any payment will not affect your no-claim discount, and we will not ask you to pay any Excess if you claim.

## 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 payment under this Section may be made

to the owner whose receipt will be a full and final discharge to the Company.

### Authority to repair the Vehicle

The Policyholder may authorise reasonable repairs to the Vehicle provided that a detailed estimate of the cost is sent to the Company immediately.

The Company reserves the right to seek alternative estimates.

### 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 the Vehicle where any person entitled to drive under the terms of the Certificate or any person using but not driving the Vehicle
  - (a) has at the time of the accident giving rise to a claim a breath blood or urine alcohol/drug level above the legal limit shown in the Road Traffic Acts and any further regulations or
  - (b) is convicted of or has a prosecution pending for an offence under the Road Traffic

Acts involving alcohol or drugs arising from the accident or the occasion giving rise to the claim

- 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 Siochana or any public authority.



## Section 2 - Liability to third parties

The Company will indemnify the Insured Person (as defined below) against all sums for 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 being limited to €2,600,000 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.

### 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 - the individual or organization to whom the policy is issued.
- 2 any person entitled to drive by the

terms of the Certificate other than a person in the Motor Trade

- 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.

### **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.

### **UNLICENSED DRIVERS**

Any requirements 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 the person driving is of an age to hold a licence to drive 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.

### **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 bodily injury to any person driving, or in charge of for the purpose of driving, the Vehicle
- 2 loss of or damage to
  - (a) material property belonging to or held in trust by or in the custody or control of the Insured Person
  - (b) the Vehicle
  - (c) property being conveyed by the Vehicle
- 3 death or bodily injury to any person arising out of and in the course of such person's employment by the Insured Person
- 4 any claim if the Insured Person (other than the Policyholder) is entitled to claim payment or indemnity under any other Policy
- 5 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

- 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 6 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.

## 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 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 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 of or damage to the Vehicle which loss or damage is the subject of indemnity under this Policy.

## Section 4 - Indemnity to hirers

The indemnity provided by Section 2 (Liability to third parties) 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 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.

A payment by reason of this Section shall not be regarded as a claim under this Policy for the purpose of Section 7 (No Claim Discount).

## 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 purpose of its overhaul upkeep or repair.

## Section 7 - No Claim Discount

The Company will reduce the renewal premium for the Vehicle at next renewal of this Policy according to our scale of No Claim Discount applying at that time.

No claim must have been made, or have arisen, under this Policy in respect of the Vehicle during the Period of Insurance.

No Claim Discount entitlement applies separately and individually to each Vehicle.

Period of Insurance	Reduction
One year	10%
Two years	20%
Three years	35%
Four Years	50%
Five Years	60%

## Section 8 - Endorsements

**This Policy is subject to the Endorsements in this Section which are stated in the Policy Schedule as being operative.**

### **E1 EXCESS — ACCIDENTAL DAMAGE**

In respect of each and every occurrence the Company shall not be liable under Section 1 of the Policy (Loss of or damage to the vehicle) for the first amount (specified in the Schedule as Excess) otherwise payable in respect of loss or damage to the Vehicle/trailer other than by fire self-ignition lightning explosion or by theft or attempted theft.

### **E11 AMENDED "PROPERTY DAMAGE" COVER**

The limit of indemnity referred to in Section 2 of the Policy (Liability to third parties) against liability for damage to property is amended to the amount specified in the Policy Schedule against this Endorsement number.

### **E23 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 E23**

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 drug or solvent abuse
- (e) any person insured having a blood/urine alcohol level in excess of the legal limit permitted by road traffic legislation
- (f) any accident where Death does not occur within six calendar months from the date of accident

### **Conditions to Endorsement E23**

- 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 this Endorsement
- 4 The receipt of the legal personal representatives of any person insured by this Endorsement, in respect of whom payment is made by the Company, shall be a full and valid discharge of the Company's liability under this Endorsement

Payment under this Endorsement shall not be regarded as a claim for the purpose of Section 7 (No Claim Discount).

### **E25 THIRD PARTY FIRE AND THEFT WHILST PERSONS HOLDING A PROVISIONAL DRIVING LICENCE OR LEARNER PERMIT IS DRIVING**

The Company will not be liable under Section 1 of the Policy (Loss of or damage to the vehicle) 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 or learner permit.

### **E27 INDEMNITY TO PRINCIPALS**

Notwithstanding General Exception 2 (Section 9) 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.

### **E28 COMPREHENSIVE COVER WITH INCREASED EXCESS FOR SPECIFIED PERSONS**

Endorsement E25 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 E1 is as stated in the Schedule against this Endorsement number.

## **E29 OPTIONAL NO CLAIM DISCOUNT STEP-BACK**

If a single claim is made or arises during any Period of Insurance the “No Claim Discount” otherwise allowable at renewal shall be reduced as follows:-

- 5 years entitlement shall reduce to 2 years entitlement
- 4 years entitlement shall reduce to 1 years entitlement
- 3 years or less entitlement shall reduce to 0 years entitlement.

Your no-claim discount is only protected on the Policy on which this optional cover is purchased.

This cover does not protect your premium from increasing in the event of a claim(s).

## **E52TA OPTIONAL PROTECTED NO CLAIM DISCOUNT**

You may make one unlimited claim in a three-year period without losing your No Claim Discount.

Once you have availed of the one claim in a three-year period protection provided under this cover, you will not be eligible to apply for further protected no-claim discount for at least three years from the following renewal.

The Company will not take account of claims for windscreen breakage or fire or theft for the purposes of this Endorsement.

Your no-claim discount is only protected on the Policy on which this optional cover is purchased.

This cover does not protect your premium from increasing in the event of a claim(s).

You must pay an additional premium for this cover to apply.

## **E53 IMPORTED VEHICLES**

The Company will not be liable under Section 1 (Loss of or damage to the Vehicle) of the policy for the cost of replacement parts required for the repair of the Vehicle if the parts are not available or out of stock from the manufacturers’ European representatives or agents.

The Policyholder shall be liable for the additional costs over the price shown in the latest manufacturers’ European representatives or agents price list.

## **E57 WINDSCREEN DAMAGE: THIRD PARTY FIRE AND THEFT COVER**

The Company will pay for loss of or damage to the glass in your Vehicles 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

If you use our aligned windscreen repairers (phone **1890 666 888** for our current list of aligned repairers) for the

replacement or repair, there is no limit. If you use any other windscreen repairer, a limit of €225 will apply.

Any payment will not affect your no-claim discount, and we will not ask you to pay any Excess if you claim. You must pay an extra premium for this cover

### **E58 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.

### **E58A FIRE AND THEFT EXCESS**

In respect of each and every occurrence the Company shall not be liable under Section 1 of the Policy (Loss of or damage to the vehicle) for the first amount (specified in the Schedule as Excess) otherwise payable in respect of loss or damage to the Vehicle caused by fire self ignition lightning explosion or by theft or attempted theft.

### **E60 DRIVING OTHER CARS – LOSS OF OR DAMAGE TO A PRIVATE TYPE CAR OR SMALL PUBLIC SERVICE VEHICLE EXTENSION**

The Company will extend cover under Section 1 – Loss of or damage to the Vehicle to include loss of or damage to any Private Type Car or Small Public Service Vehicle the insured is driving under section 5(F) or 5(G) of the Certificate bearing the number of this

Policy as the Certificate Number which has been issued to the Policyholder and remains effective.

This cover will only be available to the Policyholder and will only apply if:

- 1 the policy schedule shows the Insurance provided is Comprehensive or Third Party Fire and Theft;
- 2 section 5(F) and 5(G) appears in the Certificate of Insurance;
- 3 the Policyholder is responsible for the Private Type Car or Small Public Service Vehicle while it is in their custody or control;
- 4 the Policyholder does not regularly use or drive the Private Type Car or Small Public Service Vehicle;
- 5 the Policyholder has complied with the Vehicle Maintenance Safeguarding from Loss condition as set out under Section 11 Conditions of the policy in respect of the Private Type Car or Small Public Service Vehicle;
- 6 the Policyholders driving of the Private Type Car or Small Public Service Vehicle is not covered by any other insurance policy;
- 7 the Private Type Car or Small Public Service Vehicle is not owned by the Policyholder or the Partner of the Policyholder;
- 8 the Private Type Car or Small Public Service Vehicle is not owned by the Policyholder's employer or hired to



them under a hire-purchase or lease agreement;

- 9 the Private Type Car or Small Public Service Vehicle is in a roadworthy condition;
- 10 the engine capacity of the Private Type Car or Small Public Service Vehicle does not exceed 3000 cubic centimeters (3.0 litre);
- 11 the Policyholder has the owner's permission to drive the Private Type Car or Small Public Service Vehicle;
- 12 the Policyholder is in lawful possession of such Private Type Car or Small Public Service Vehicle and has been so for a period of less than 30 days;
- 13 the loss or damage happens in the Republic of Ireland or Northern Ireland;
- 14 the use of the Private Type Car or Small Public Service Vehicle is covered in the Certificate;
- 15 the Policyholder still has the Small Public Service Vehicle the registration number of which is specified under section 5(a) of your Certificate and it has not been damaged beyond economic repair;
- 16 the Policyholder has kept to all policy conditions;
- 17 no persons named in paragraph 6 of the certificate other than the Insured holds a Small Public Service Vehicle Licence.

### **We will not pay for:**

- 1 any exclusions under Section 1;
- 2 loss of or damage to the Private Type Car or Small Public Service Vehicle other than by fire self-ignition lightning explosion or by theft or attempted theft where the policy schedule shows the Insurance provided is Third Party Fire and Theft;
- 3 loss and/or damage over the current market value of the Vehicle in the policy schedule at the time of the loss;
- 4 any vehicle, which is not a Private Type Car or Small Public Service Vehicle.

### **E99 SPECIAL CLAIMS EXCESS FOR NON-DISCLOSURE OF PENALTY POINTS**

In addition to any other rights available to us, if any answer(s) you have provided in response to our question(s) relating to Penalty Points is incorrect or inaccurate, an additional Policy Excess of up to €2,000 may apply in addition to any existing Policy Excess, which means that we may not pay for at least the first €2,000 of any claim.

Where we are obliged to deal with a claim from a Third party, we may seek to recover the first €2,000 from you.

## Section 9 - General Exceptions

The Company will not pay for

### PERMITTED USE

- 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 or any loss or expense whatsoever resulting or arising therefrom or any consequential loss  
(b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from  
(i) ionising radiations or contamination by radio-activity 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

- 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.

### TERRORISM

- 5 any loss damage, cost or expense of whatsoever nature 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 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.

## **EARTHQUAKE RIOT AND CIVIL COMMOTION**

- 6 any bodily injury loss of or damage to material property (except under Section 2) arising during or in consequence of
- (a) earthquake
  - (b) riot or civil commotion.

## **SONIC OR SUPERSONIC DAMAGE**

- 7 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.

## **THE COMPANY WILL NOT PAY FOR**

- 8 Any accident, injury, loss, damage or liability which occurs where any person driving the Vehicle or any person using but not driving the Vehicle
- (a) has at the time of the accident giving rise to the claim a breath blood or urine alcohol/ drug level above the legal limit shown in the Road Traffic Acts and any further regulations or
  - (b) is convicted of or has a prosecution pending for an offence under the Road Traffic Acts involving alcohol or drugs arising from the accident or the occasion giving rise to the claim.

## Section 10 - Breakdown Rescue

The Company will provide the benefits below in the event of the following:

Mechanical breakdown, fire, theft or attempted theft, malicious damage, punctures that need help to fix or to replace a wheel, lost keys, stolen keys and keys broken in the lock or locked in the Vehicle.

The Company will not be liable for any expense incurred without prior approval or for expenses occurred by you without dialing the free-phone number first

**1 800 44 88 88**

or calling from Northern Ireland, England, Scotland or Wales

**01 612 102 113.**

As the service provider, Aviva are entitled to provide what we consider to be the most suitable benefit at the time you need the assistance. This is because not all options are always available to us at the time of the breakdown.

The following benefits are provided.

### **1 ROADSIDE AND DRIVEWAY**

A competent repairer will be sent to help the driver at the scene. If the Vehicle can be repaired immediately, we will provide up to one hour's free labour. The driver must be with the Vehicle when the repairer arrives. If the driver is not with the Vehicle and the Company cannot

assist, the Policyholder must pay for any help you then need.

## 2 TOWING

In the event you cannot drive the Vehicle as a result of a mechanical breakdown, the Company will cover the cost of towing the Vehicle using our roadside assistance network to the closest of either:

- the nearest motor garage or
- your own garage; up to a limit of 48 kilometres (or 30 miles) from the breakdown site.

In the event you cannot drive your Vehicle as a result of an event we insure under 'Section 1 - loss of or damage to the Vehicle', we will only cover the reasonable costs of protecting and removing the Vehicle through our roadside assistance network to a:

- repair service of your choice

We do not pay for towing where the Vehicle is more than 3,500 kilograms, when loaded.

## 3 PASSING ON MESSAGES

The Company will pass on all relevant messages about the breakdown on the insured's behalf.

## 4 TRANSPORT AND ACCOMMODATION

If repairs cannot be carried out at the scene, we will organise:

- other transport; or
- accommodation.

The Company will not be responsible for the costs of accommodation or other transport.

## 5 THEFT

In the event of a theft or an attempted theft of the Vehicle, the benefits listed above are not available unless the matter is immediately reported to the police.

## EXCEPTIONS TO SECTION 10

The Company will not pay for the following

- 1 any liability or loss arising from any act carried out in providing the assistance service
- 2 expenses the insured can claim from any other source
- 3 any claim arising where the Vehicle is carrying more passengers or towing a greater weight than that it was designed for, or arising directly from unreasonable driving on an unsuitable surface
- 4 any accident or breakdown resulting from a deliberate act
- 5 the costs of repairing the Vehicle, other than as described in the benefits section
- 6 the costs of any parts, keys, lubricants, fluids or fuel needed to be able to drive the Vehicle again
- 7 any claim caused by fuels, oils or other flammable materials, explosives or toxins transported in the Vehicle
- 8 not following regulations relating

to people, animals or objects in any Vehicle and this causes the accident or contributes to an event causing the claim

- 9 expenses arising where the driver of the Vehicle is under the influence of drugs or where their blood-alcohol level is over the legal limit
- 10 for any costs relating to hitch-hikers being transported in the Vehicle.

### **LIMIT OF RESPONSIBILITY**

The Company will not be responsible to you (the insured) if we are not able to provide the services set out in this section. The Company will not be responsible to the insured if they fail to meet any of their responsibilities as a result of:

- government control, restrictions or prohibitions;
- any other act or failure to act of any public authority (including a government), whether local, national or international;
- the failure of any supplier, agent or other person;
- labour disputes or difficulties; or
- any other event beyond our reasonable control.

## 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 purpose of this Policy the word

- (i) "Insured" appearing on any Endorsement shall have the same meaning as the word "Policyholder"
- (ii) "Clause" appearing on any Endorsement 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.

### **ALTERATION OF RISK**

- 3 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 or vehicle insurance.

### **CLAIMS PROCEDURE**

- 4 Injury loss or damage involving the Vehicle must be reported to the Company immediately with all the details we may need.

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 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 payments 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 4 to Section 2 of the Policy (Liability to third parties) or Section 4 of the Policy (Indemnity to Hirers) but for the terms of this Condition.

## VEHICLE MAINTENANCE, SAFEGUARDING FROM LOSS

- 7 You must take all reasonable steps to prevent accident, injury, loss or damage. While unattended, the Vehicle must not be left unlocked, or the keys to the ignition left with or in the Vehicle or windows or sunroof left open. You must ensure the Vehicle is kept in a roadworthy condition, which includes ensuring that the tread depth on your Vehicle tyres are within the legal limits and if required that your Vehicle has a current (CVRT) Certificate. You must ensure the Vehicle is properly compliant with all Road Traffic legislation at all times.

No cover operates under this Policy

where any accident, injury, loss, damage or liability occurs and any person driving the Vehicle or any person using but not driving the Vehicle

- (a) has at the time of the accident giving rise to the claim a breath blood or urine alcohol/ drug level above the legal limit shown in the Road Traffic Acts and any further regulation; or
- (b) is convicted of or has a prosecution pending for an offence under the Road Traffic Acts involving alcohol or drugs arising from the accident or the occasion giving rise to the claim.

If you do not comply with the Vehicle Maintenance, safeguarding from Loss condition and do not take all reasonable steps to prevent accident, injury, loss or damage

- (i) no cover operates under this Policy; and
- (ii) if we have to meet any legal liabilities under this insurance as a Road Traffic Act insurer, we have the right to ask you (or any other person) to repay us that outlay.

Personal belongings should be placed in the locked boot, glove box or closed storage compartment when your Vehicle is unattended

You must allow us to examine your Vehicle at any time.

## POLICY CANCELLATION PROCEDURE

8 In addition to your ability to cancel the Policy within the Cooling Off Period you may cancel this Policy at any time by notifying us and returning your Certificate(s) of motor insurance and windscreen disc(s) to us. If you cancel the Policy **after** the Cooling Off Period, as long as no claim has happened during the current Period of Insurance, we will work out the premium for the period for which we have insured you and refund any balance, provided that the refund due to you amounts to at least €20.

If you cancel the Policy after the Cooling Off Period, we will not refund any premium if you have made a claim or if one has been made against you during the current Period of Insurance. If you pay your premium by monthly instalments (direct debit) and you have made a claim, or one has been made against you, the balance of the annual premium will become payable to us upon cancellation outside the Cooling Off Period.

If you cancel the Policy after the Cooling Off Period and during the first year of this policy, the refund will be based on our short-period rates

### Short Period Rates

Period for which policy cover operated in the 1st year	Percentage of annual Premium refundable
After the Cooling Off Period but not exceeding 1 month	70%
Not exceeding 2 months	60%
Not exceeding 3 months	50%
Not exceeding 4 months	40%
Not exceeding 5 months	30%
Not exceeding 6 months	20%
Not exceeding 7 months	10%
8 months or over	0%

We may cancel this Policy by sending 10 days' notice by post to your last known address. You will then be entitled to a refund of part of your 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 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.

#### **MID TERM ALTERATIONS**

11 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.

#### **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 have been 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 some or 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.

## **INFORMATION OR CHANGES WE NEED TO KNOW ABOUT**

- 14 You must immediately tell us about:
- (1)** any change or replacement of the Vehicle or if you sell or dispose of the Vehicle;
  - (2)** a change to any driver that may drive the Vehicle;
  - (3)** any change in your occupation or any change in the way the Vehicle is used, (for example carriage of your own goods to the carriage of goods for delivery on behalf of others);
  - (4)** if the Vehicle 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;
  - (5)** any change in the address at which the Vehicle is normally parked overnight;
  - (6)** any modifications to the Vehicle;
  - (7)** any change affecting ownership of the Vehicle,
  - (8)** any accident, loss or claims made against you or any driver that may drive the Vehicle in the last five years, and/or any claims currently outstanding/

pending, that have not already been advised to us (excluding any windscreen, fire or theft claims);

- (9)** 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;
- (10)** any driver(s) who within the past 5 years, has 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 (excluding terms imposed for convictions, claims or penalty points), by any insurer, that has not already been advised to us;
- (11)** 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;

- (12)** 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.

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