

MOTOR FLEET INSURANCE COVERAGE FORM

GENERAL PROVISIONS

This insurance is underwritten by Berkshire Hathaway European Insurance DAC, registered in Ireland. Company Number: 636883. Registered office: 7 Grand Canal Street Lower, Dublin D02 KW81, Ireland Berkshire Hathaway European Insurance DAC, trading as Berkshire Hathaway Specialty Insurance (“BHSI”), is regulated by the Central Bank of Ireland.

This **Policy** (including the Schedule showing the coverage chosen), Certificate of Motor Insurance and any Endorsements to it should be read as if it were one document, setting out what is and is not covered, together constituting the contract of insurance.

In return for payment of the premium shown in the Schedule, **We** agree to insure **You** in the manner and to the extent set out in this contract of insurance during the **Period of Insurance**, subject to the terms, conditions, exclusions and **Limits** contained in or endorsed onto this **Policy**.

The Appropriate Stamp Duty has been or will be paid to the Revenue Commissioners in accordance with the provisions entered into with them under Section 5 of the Stamp Duties Consolidation Act 1999.

Important Notice : Please read this Policy together with the Schedule , Certificate of Motor Insurance and any Endorsement to ensure that it is in accordance with Your requirements and that You understand its term and conditions.

Keys: If you leave the **Insured Vehicle** unlocked or the keys in the **Insured Vehicle** and it is lost, stolen or damaged by theft or attempted theft, the **Policy** will not operate other than where the **Insured Vehicle** is being used as a tool of trade and it is in clear line of sight of the driver or operative.

Drivers : It is **Your** responsibility to ensure that all drivers of the **Insured Vehicle** hold a valid driving licence of the class required to drive the **Insured Vehicle**. Failure to do so may invalidate **Your** cover.

Cancellation Charges : **You** may cancel the **Policy** at any time giving written instructions returning the **Certificate of Motor Insurance** to **Us** and provided no claim has arisen during the current **Period of Insurance** **You** will be entitled to a return of the premium, subject to a cancellation charge which is based on **Our** short period rates as indicated below:

Period not exceeding	Proportion of Annual Premium payable
0-14 Working Days	Full Refund
One Month	20%
Two Months	30%
Three Months	40%
Four Months	50%
Five Months	60%
Six Months	70%

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Seven Months	80%
Eight Months	90%
Over Eight Months	Full Premium Payable

You should contact your Broker immediately if You have any queries relation to Your cover.

GENERAL DEFINITIONS

Whenever the following words appear in **bold** in the **Policy** they have the meanings shown below:

Accessories means all permanent items attached to the **Insured Vehicle** forming an integral part of the **Insured Vehicle** and which are not directly related to how it works as a vehicle and are not designed to be used independently, including:

- A. radios, other entertainment and communications equipment connected to a power source within the vehicle and permanently fitted satellite navigation equipment as supplied by the vehicle manufacturers as standard equipment; or
- B. radio and audio equipment including any public address system, two-way radio equipment, ticketing machines, television/video equipment, coffee/food vending machines (excluding fire risks)

Airside shall mean that part of an aerodrome or airport provided for the take off and landing of aircraft and for the movement of aircraft on the surface aircraft parking aprons including the associated service roads and ground equipment areas and/or those parts of passenger terminals which come within the Customs examination area.

Business means **Your** commercial operations as set out in the Schedule.

Being Driven means being in the charge of a person who has driven or will drive the **Insured Vehicle**, even if they are not driving at the time.

Certificate of Motor Insurance means the document required by the relevant road traffic legislation to certify the existence of the minimum compulsory insurance and which describes the **Insured Vehicle**, who may drive and the purpose for which the **Insured Vehicle** may and may not be used.

Computer Virus means a set of corrupting, harmful or otherwise unauthorised instructions or code, including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature, including, but not limited to, so-called "Trojan Horses", "worms" and "time or logic bombs".

Coverage Territory means:

- A. The Republic of Ireland;
- B. Northern Ireland;
- C. Great Britain;
- D. Isle of Man and the Channel Islands;
- E. Member states of the European Union (EU) and member states of the EEA (Iceland, Liechtenstein and Norway) and Switzerland (Compulsory Cover)

or while the vehicle is being transported by sea, air or rail (including loading or unloading) between these places.

Electronic Data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment, or stored as or on, created or used on, or transmitted to or from, computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other media used with any electronically controlled equipment, and includes programmes,

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software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Excess The first part of any claim for which the **Insured** is responsible.

Endorsement means wording which changes the insurance in the **Policy**.

Insured / You / Your / Yours means and refers to:

- A. The Named Insured in the Schedule and **Certificate of Motor Insurance** to this **Policy**;

Insured Vehicle means the vehicle or vehicles described in the Schedule of this **Policy** and any vehicle:

- A. **You** have given us details of; or
- B. **We** have provided a certificate of insurance for.

To ensure that the cover provided under the **Policy** is fully operative, any addition or change of vehicles must be notified as required by the terms of the **Policy**. Failure to comply with these could lead to the vehicle not being fully insured.

Insurer / Our / Us / We means Berkshire Hathaway European Insurance DAC.

Market Value means the maximum amount payable under Section II of this **Policy** for any one incident which shall not exceed the cost of replacing the **Insured Vehicle** with one of the same make, model and similar age and condition immediately prior to the loss or damage or **Your** last declared estimate of value of the **Insured Vehicle** (where appropriate) which is the lower amount.

Period of Insurance means the period of time that coverage is in effect, as stated in the Schedule and **Certificate of Motor Insurance** (subject to any cancellation of this **Policy**).

Policy means this Form, the Schedule, all **Endorsements**, the **Certificate of Motor Insurance** and any other documents expressly incorporated by the foregoing, which shall be read together and constitute the contract of insurance.

Principal means any party (other than a director, partner or employee) with whom **You** have entered into a contract in the course of **Business**.

Private Car means any private passenger carrying vehicle with no more than eight passenger seats.

Property Damage means physical injury to tangible property, including all resulting loss of use of that property. For the purposes of this **Policy**, tangible property does not include **Electronic Data**.

Terrorism means any activities (including, but not limited to, the use of force or violence, or the threat thereof) of any person or group(s) of persons, whether acting alone or in connection with any organization(s) or government(s), committed for the actual or apparent purpose of intimidating, coercing, influencing, punishing, or disturbing the public (or part thereof), a community, the government (or part thereof), or the economy, for political, religious, social or ideological purposes.

Trailer means any articulated or semi-trailer primarily constructed to be towed by a motor vehicle.

SECTION I – LIABILITY TO THIRD PARTIES

1. INSURING CLAUSE

A. We will indemnify **You** against those sums **You** become legally liable to pay as:

- (1) Damages; and
- (2) Claimant costs, fees and expenses awarded against **You**

in respect of:

- (a) death or **Injury**; or
- (b) **Property Damage**;

arising as a result of an accident by or in connection with the **Insured Vehicle** or the loading or unloading of the **Insured Vehicle** by the driver of the **Insured Vehicle** or other person(s) authorised by the **Insured** except where such loading and unloading is being undertaken outside the limits of the road or other relevant public place.

B. Our total liability to pay damages pursuant to this SECTION I – LIABILITY TO THIRD PARTIES for **Property Damage** which results from an accident or series of accidents arising out of one occurrence will not exceed:

- (1) €30,000,000 in respect of any **Private Car** including costs;
- (2) €6,500,000 in respect of any other **Insured Vehicle**.

These limits will be amended as necessary to meet the requirements of any compulsory motor insurance regulations in any country in which the event giving rise to a claim occurs.

C. Our liability to pay claimant costs, fees and expenses and defence costs is in addition to the applicable limits.

2. EXTENSIONS (SPECIFIC TO SECTION I-LIABILITY TO THIRD PARTIES)

Subject to the terms, conditions, exclusions and limits of this **Policy**, **We** will provide cover per the extensions set out below:

A. Legal costs

We will pay for the following legal costs related to an occurrence which is covered by this section.

- (1) Reasonable fees for a solicitor **We** appoint to represent **You** at a coroner's inquest or fatal accident enquiry; and
- (2) Reasonable fees for legal representatives that **We** ask to defend **You** against a charge of manslaughter or causing death by careless or dangerous driving; and
- (3) Any other reasonable costs or expenses incurred in connection with an occurrence which might give rise to a claim under this Section provided that **Our** prior approval is sought for any such expenditure.

Where costs apply to both **Injury** and **Property Damage** the costs will be allocated in the same proportions as the damages of each element represents of the total damages.

B. Indemnity to Other Persons

We will indemnify:

- (1) any person described in the effective **Certificate of Motor Insurance** while driving the **Insured Vehicle** on the **Insured's** order or with the **Insured's** permission; or
- (2) at the prior request of the **Insured** any person other than the driver travelling in or entering or leaving the **Insured Vehicle**; or
- (3) the owner of any **Insured Vehicle** loaned or hired to the **Insured**; or
- (4) in the event of the death of any person entitled to indemnity under this Section, that person's legal personal representatives but only for the liability of the person who has died.

C. Indemnity to Principals

Notwithstanding General Exclusion D of this **Policy**, **We** will indemnify the **Insured** in the terms of this Section in respect of liability assumed by the **Insured** under an agreement with any public or local authority or other principal (hereinafter called 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** where the **Insured Vehicle** is being used in connection with contract work on behalf of the **Principal** for the negligence of the **Insured** provided that:

- (1) the **Insured** shall have arranged with the **Principal** for the conduct and control of all claims for which **We** may be liable by virtue of this indemnity to be vested in **Us**;
- (2) **We** shall not be liable by virtue of this indemnity in respect of;
 - (a) liability which attaches to the principal by virtue of an agreement which would not have attached in the absence of such agreement; or
 - (b) **Injury** to the **Principal** for any amount for which the **Insured** would not be liable in the absence of an agreement; or
 - (c) **Property 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**;
or
 - (d) liability which arises other than by reason of the negligence of the **Insured**.

D. Cross Liability

If this **Policy** is issued in the name of more than one party, the cover provided by this Section shall apply as if separate policies had been issued to each of the parties jointly named as the **Insured** but **Our** liability for all claims shall not exceed the limit of indemnity stated in the **Policy**.

Notwithstanding any Exclusion to the contrary, the indemnity provided by this Section shall extend to include property owned by any company forming part of the **Insured** provided that no liability shall be incurred in respect of property owned by the company owning the **Insured Vehicle**.

E. Contingent Liability

We will indemnify **You** whilst any employee is using a vehicle other than an **Insured Vehicle** for **Business** however **We** shall not be liable:

- (1) if there is any other insurance covering the same liability; or
- (2) for loss or damage to such vehicle.

F. Emergency Treatment

We will indemnify **You** in respect of liability under the relevant Irish road traffic legislation to pay for emergency treatment fees arising out of an accident involving the **Insured Vehicle**.

G. Unauthorised Movement of Third Party Vehicles

We will indemnify **You** while any of your employees are moving any motor vehicle not belonging to or hired by **You** to allow legitimate passage of the **Insured Vehicle** during the course of **Business**.

H. Unauthorised Use

Notwithstanding General Exclusions A, B and C, **We** will insure **You** whilst the **Insured Vehicle** is **Being Driven** without **Your** consent by any employee.

I. Towing Disabled Vehicles

We will indemnify **You** whilst the **Insured Vehicle** is being used for the purpose of towing one mechanically disabled vehicle provided that:

- (1) the towed vehicle is not towed for reward; and
- (2) **We** will not be liable in respect of **Property Damage** to the towed vehicle or to property being conveyed in or on such vehicle; and
- (3) such towing is not unlawful.

3. EXCLUSIONS (SPECIFIC TO SECTION I- LIABILITY TO THIRD PARTIES)

In addition to the exclusions in the GENERAL EXCLUSIONS, this **Policy** does not apply to:

A. Unlicensed driver

any person driving unless that person holds a valid licence to drive the **Insured Vehicle** or has held and is not disqualified from holding such a licence except where the **Insured Vehicle** is **Being Driven** under circumstances where a licence is not required by law.

B. Damage to Vehicles

damage to any vehicle in connection with which indemnity is provided by this Section.

C. Carriageway

death, **Injury** or **Property Damage** caused or arising beyond the limits of any carriageway or thoroughfare in connection with the loading or unloading of the **Insured Vehicle** other than **Private Car** or a **Trailer** attached thereto by any person other than the driver or attendant of the **Insured Vehicle**.

D. Death or Injury

death of or **Injury** to the person driving or in charge for the purpose of driving the **Insured Vehicle** or in the course of their employment by **You** except as is necessary to meet the requirements of any relevant road traffic legislation.

E. Damage

Property Damage to any **Insured Vehicle** or any **Trailer** or disabled mechanically propelled vehicle attached to it or whilst in the custody and control of the **Insured** or the person driving the **Insured Vehicle** or any property carried in or on that **Insured Vehicle** or **Trailer**.

F. Deliberate acts

any person who has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate killing charge

G. Other insurance

any **Insured** if entitled to indemnity or to claim a payment or has cover under any other insurance policy for coverage under this section.

H. Adherence to terms

You if you have failed to observe fulfil and be subject to the terms exceptions and condition of this **Policy** insofar as they can apply.

I. Motor trade

any person if in the motor trade and is driving the **Insured Vehicle** for purposes necessitated by its overall upkeep or repair for the **Insured**.

SECTION II - LOSS OF OR DAMAGE TO THE INSURED VEHICLE

1. INSURING CLAUSE

A. We will indemnify **You** against loss of or **Property Damage** to the **Insured Vehicle** by accidental means including malicious damage by any person, theft, attempted theft or fire including its **Accessories** and spare parts while they are in or on the **Insured Vehicle** by either:

(1) repairing, reinstating or replacing the **Insured Vehicle** or any part of it or its **Accessories** or spare parts; or

(2) pay in cash the amount of the loss or **Property Damage**.

Our total liability pursuant to this Section will not exceed the **Market Value** of the **Insured Vehicle** immediately before the loss or **Property Damage**. **We** will not be liable for the amount of the **Excess** shown in the Schedule.

B. We may at our option fit replacement parts which are not supplied by the original manufacturer of the **Insured Vehicle** but which are of the same standard.

C. If the **Insured Vehicle** belongs to someone other than **You** or is under a hire-purchase or leasing agreement, **We** may pay the legal owner for any loss or **Property Damage** and **We** will then have no further liability for the loss or **Property Damage**.

2. CONDITIONS (SPECIFIC TO SECTION II - LOSS OF OR DAMAGE TO THE INSURED VEHICLE)

In addition to the the GENERAL CONDITIONS, the following Conditions shall apply to this Section:

A. Young or inexperienced drivers

If the **Insured Vehicle** is **Being Driven** by or is for the purpose of driving in the care, custody and control of any driver who is less than 21 years of age or with less than 12 months' continuous driving experience under a full licence applicable to the **Insured Vehicle**, **We** will impose an additional excess as detailed in the Schedule ('Additional Excess'). This Additional Excess will apply in addition to any other **Excess** applicable to this **Policy**.

3. EXTENSIONS (SPECIFIC TO SECTION II- LOSS OF OR DAMAGE TO THE INSURED VEHICLE)

A. Recovery and delivery

If the **Insured Vehicle** is disabled as a result of loss or **Property Damage Insured** under this **Policy** the **Insurer** will bear the reasonable cost of protection and removal to the nearest competent repairers. The **Insurer** will also pay the reasonable cost of redelivery to the **Insured** after the repair of such loss or **Property Damage** to the **Insured's** registered address in the Republic of Ireland as shown in the Schedule.

B. New car replacement

If within 12 months of having bought the **Private Car** as new and it is owned by the **Insured** or held from new by the **Insured** under a hire purchase leasing or contract hire agreement, it is damaged and the cost of repairs will be more than 50% of the manufacturer's list price, including taxes, or it is stolen and not recovered within 28 days, **We** will replace it with a new vehicle of the same make and model.

The **Insurer** will with the consent of the **Insured** and any other interested party replace the **Private Car** with a new car of the same manufacture model and specification subject to the availability thereof and the **Insurer** shall become entitled to possession and ownership of the lost or damaged car.

C. Theft of keys

If the vehicle keys or lock transmitter of the **Private Car** are lost or stolen, **We** will pay the cost of replacing:

- (1) the door and/or boot locks; or
- (2) the ignition and/or steering lock; or
- (3) the lock transmitter;

provided that the loss or theft is reported to An Garda Síochána. The most **We** will pay under this Extension is €550.

D. Fire brigade charges

We will pay for local authority charges (in line with the Fire Services Act 1981) for putting out a fire in the **Insured Vehicle** if the fire gives rise to a valid claim under the **Policy** or for removing the driver or passengers from the **Insured Vehicle** using cutting equipment. The most we will pay under this Extension is €2,000.

4. EXCLUSIONS (SPECIFIC TO SECTION II- LOSS OF OR DAMAGE TO THE INSURED VEHICLE)

In addition to the GENERAL EXCLUSIONS, this **Policy** does not apply to:

- A. loss of value, depreciation, wear and tear or any part of the cost of repair that leaves the **Insured Vehicle** in a better condition than before the loss or **Property Damage** occurred;
- B. any reduction in **Market Value** following repair;
- C. mechanical, electrical, electronic, compute or computer software failure or breakdown or, separately, breakages including mechanical damage or, separately, loss or **Property Damage** arising from the use of incorrect fuel;
- D. damage to tyres caused by using the brakes or by road punctures, cuts or bursts;
- E. loss of or **Property Damage** to the **Insured Vehicle** as a result of deception or fraud;
- F. any cost in excess of the manufacturer's last list price at the time of any accident in respect of any part of the **Insured Vehicle** which is unobtainable or obsolete;

- G. loss or **Property Damage** to the **Insured Vehicle** or its contents by theft or attempted theft unless the ignition key has been removed from the **Insured Vehicle** and the **Insured Vehicle** is locked and the windows and sunroof have been secured while **You** are away from the **Insured Vehicle**;
- H. any sums in excess of €11,000,000 in respect of any one loss or series of losses arising from one occurrence;
- I. loss where any person obtains or attempts to obtain property by using a form of payment that proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason;
- J. loss or **Property Damage** resulting from repossession of the vehicle or restitution to its rightful owner or due to any government, public authority or local authority legally taking, keeping or destroying the **Insured Vehicle**;
- K. loss of or **Property Damage** to the contents being carried in or on the **Insured Vehicle**;
- L. loss or **Property Damage** to the **Insured Vehicle** if it is taken or driven without **Your** permission by a member of **Your** family or anyone who normally lives with **You** unless they are prosecuted for taking the **Insured Vehicle** without **Your** permission and **You** must assist fully with the prosecuting authorities.

SECTION III - TRAILERS

1. INSURING CLAUSE

A. We will indemnify **You** against loss or **Property Damage** to any **Trailer** described in the schedule of vehicles provided to **Us**.

B. Specified Trailers

We will indemnify **You** for liability arising out of the use of any trailer, the details of which have been notified to **Us**, while it is attached to the **Insured Vehicle** or while detached, if:

- (1) such **Trailer** remains at all times in the **Insured's** care custody and control; and
- (2) where detached, such **Trailer** is kept in a secure and protected environment, such as a garage or compound; and
- (3) such **Trailer** is not attached to any vehicle which is not covered under this **Policy**.

C. Unspecified Trailer

We will indemnify **You** from liability arising out of the use of any **Trailer** attached to the **Insured Vehicle** provided that:

- (1) no cover other than that afforded to the **Insured Vehicle** shall apply to any **Trailer** attached to the **Insured Vehicle**; and
- (2) no cover shall apply where such trailer is attached to any vehicle which is not covered under this **Policy**; and
- (3) no cover applies whilst the **Trailer** is detached; and
- (4) no greater number of **Trailers** is drawn than that permitted by law; and
- (5) there is no other insurance in force covering the same liability for loss or **Property Damage**.

SECTION IV – TERRITORIAL LIMITS

- A. The indemnity provided by this **Policy** applies in respect of accident, **Injury**, loss or **Property Damage** occurring in the **Coverage Territory**.
- B. The **Policy** automatically provides the minimum insurance to allow the **Insured** to use the **Insured Vehicle(s)** in Europe and in transit including the process of loading and unloading by sea between any ports in the European Union.
- C. The cover applicable under the **Policy** in respect of any **Private Car** will also operate while such motor car is in Europe and in transit by sea between any ports therein for a period:
 - (1) Not exceeding 31 consecutive days for any **Private Car** in any **Period of Insurance**; or
 - (2) Exceeding 31 consecutive days for any **Private Car** in any one **Period of Insurance** to which the Company may agree a Green Card issued to the **Insured by Us**.
- D. The cover applicable under the **Policy** in respect of any vehicle other than a **Private Car** will also operate while such vehicle is in Europe and in transit including the process of loading and unloading by sea between any ports therein for the period stated in any International Motor Insurance.

SECTION V - WINDSCREEN COVER

- A. **We** will pay the cost of repairing or replacing damaged or broken glass in the windscreen or windows of the **Insured Vehicle** or any scratches to the **Insured Vehicle** which result solely and directly from damaged or broken glass.
- B. The most **We** will pay for liability under this Section is €2,000 in respect of any one claim.

GENERAL EXTENSIONS (APPLICABLE TO ALL SECTIONS)

1. PERSONAL ACCIDENT

- A. **We** will indemnify **You** if any permitted driver sustains **Injury** as a result of an accident in direct connection with an **Insured Vehicle** which results within 3 months in that driver's
- (1) death; or
 - (2) permanent loss of sight in one or both eyes; or
 - (3) loss of one or more limbs by physical severance at or above the wrist or ankle.
- B. The most **We** will pay for liability under this Extension is €5,000 to the injured driver or to that driver's legal representative.
- C. **We** will not indemnify **You** in respect of death or **Injury** resulting from contributed to or accelerated by suicide or the abuse of alcohol or drugs.

2. PERSONAL EFFECTS

- A. **We** will indemnify **You** against loss of or **Property Damage** to rugs, clothing and personal effects while in or on the **Insured Vehicle** by fire, theft or accidental means or at the request of the **Insured**. **We** will indemnify the owner of the property lost or damaged.
- B. The most **We** will pay for liability under this Extension is €275 in respect of any one occurrence.
- C. **We** will not indemnify **You** in respect of:
- (1) money, stamps, tickets, documents or securities; or
 - (2) tapes cassettes or compact discs; or
 - (3) goods or samples being carried in connection with any trade or business; or
 - (4) tools or equipment being carried in connection with any trade or business; or
 - (5) any property within an open top or convertible vehicle unless in a locked boot or compartment; or
 - (6) portable entertainment or communication equipment or portable satellite navigation systems.

3. MEDICAL EXPENSES

- A. **We** will pay medical expenses of up to €275 for each person injured if the **Insured Vehicle** is involved in an accident provided there is no cover in force under another motor insurance policy.

GENERAL EXCLUSIONS (APPLICABLE TO ALL SECTIONS)

In addition to the Section specific exclusions, the insurance provided in either of those sections also does not apply to:

- A. Any liability for **Injury** or **Property Damage** arising out of the **Insured Vehicle Being Driven** or being used for any purpose not permitted by the effective **Certificate of Motor Insurance** or the Schedule except while in the custody or control of a motor trader for servicing or repair.
- B. Any liability for **Injury** or **Property Damage** arising out of the **Insured Vehicle Being Driven** by any person not described in the effective **Certificate of Motor Insurance** or the Schedule.
- C. Any liability for **Injury** or **Property Damage** arising out of the **Insured Vehicle Being Driven** by any person unless that person has a valid licence to drive the **Insured Vehicle** or has held and is not disqualified from holding or obtaining such a licence except where the **Insured Vehicle** is **Being Driven** under circumstances where a licence is not required by law.
- D. Any liability which attaches by virtue of an agreement but which would not have attached in the absence of such an agreement.
- E. Any liability from the loss, destruction of or **Property Damage** whatsoever or any resulting loss or any other losses that are not directly associated with the incident that caused **You** to claim unless expressly stated in the **Policy**.
- F. Any liability caused by or contributed to or arising from ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- G. Any liability caused by or contributed to or arising from the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- H. Any liability for loss, **Property Damage**, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - (a) War invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) riot civil war mutiny civil commotion military rising insurrection rebellion revolution military or usurped power martial law confiscation or nationalisation or requisition by or under the order of any Government or public or local authority
 - (b) Any act of **Terrorism**
 - (c) Any action taken in controlling preventing suppressing or in any way relating to (a) and/or (b) aboveIn the event any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.
- I. Any liability, accident, **Injury**, loss, **Property Damage** arising in connection with any **Insured Vehicle** being used **Airside**.
- J. Any liability loss or **Property Damage** arising out of the operation as a tool of trade of the vehicle or any plant forming part of or attached to the **Insured Vehicle** except so far as is necessary to meet the requirements of the Road Traffic Legislation.

- K.** Any liability, accident, injury, loss or **Property Damage** arising out of the **Insured Vehicle** being used for racing pacemaking reliability trials speed testing or use in connection with motor rallies competitions or trials.
- L.** Any liability in respect of any person claiming indemnity if that person is entitled to indemnity under any other insurance.
- M.** Any liability, accident, injury, loss or **Property Damage** arising out of loss of use of the **Insured Vehicle** or any resultant consequential loss.
- N.** Any liability, accident, injury, loss or **Property Damage** arising from pollution or contamination howsoever caused other than as required by the relevant Road Traffic Acts.
- O.** Any liability, accident, injury, loss or **Property Damage** arising out of any misdelivery or any spillage leakage or discharge from the **Insured Vehicle** howsoever caused.
- P.** Any liability, accident, injury, loss or **Property Damage** whilst the **Insured Vehicle** is **Being Driven** or used for the carriage of radioactive, toxic or explosives chemicals, chemical by-products, acids or goods of a generally dangerous, hazardous or inflammable nature unless specifically agreed in advance by **Insurer**.
- Q.** Any liability, accident, injury, loss or **Property Damage** whilst the **Insured Vehicle** is **Being Driven** or used for conveying a load in excess of that for which it was constructed or in excess of the maximum carrying capacity of the **Insured Vehicle** or while any load is being conveyed in an unsafe condition.
- R.** Any fines, penalties punitive or exemplary damages.
- S.** Any loss, **Property Damage**, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with the reduction in the functionality availability or operation of a computer system hardware programme software data information repository microchip integrated circuit or similar device in computer equipment or non-computer equipment whether the property of the **Insured** or not that results from the malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code including but not limited to **Computer Virus** worm logic bomb or trojan horse.

GENERAL CONDITIONS (APPLICABLE TO ALL SECTIONS)

A. Contractual Duties and Proportionate Remedies

You have a duty prior to the start of your **Policy**, prior to any variation made during the **Period of Insurance** and prior to each renewal, to respond to all questions posed by the **Insurer** with complete honesty and with reasonable care. If **You** respond to the questions posed by **Us** in a negligent manner, without complete honesty and/or reasonable care, then the **Insurer** can elect one of the following remedies:

- 1) The **Insurer** will avoid the contract and refuse all claims, if they would not have entered into this contract based on honest and accurate information. The **Insurer** will return any premium paid; or
- 2) The **Insurer** will treat the **Policy** as if it had included the different terms (other than payment of the premium) that they would have imposed had **You** responded honestly to the questions posed to **You**; or
- 3) The **Insurer** will reduce proportionately any amount paid or payable in respect of a claim under your **Policy** using the following formula. The **Insurer** will divide the premium actually charged by the premium which they would have charged had **You** responded honestly to questions posed to **You** and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable.

If **You** have fraudulently responded to any of **Our** questions or have been involved in any fraudulent activity, relative to this contract, the **Insurer** will void this contract from the start of the **Policy**. If there is an active claim, this too will be avoided.

B. Fraud

If any fraudulent means are used by **You** or anyone acting on **Your** behalf to obtain insurance or indemnity by this **Policy**, then **We** will:

- (1) Not pay the claim; and
- (2) By notice to **You**, treat this **Policy** as having been terminated from the time of such fraudulent act, in which case there will be no cover by this **Policy** from the date of such termination, nor shall there be entitlement to a premium refund to **You** or anyone else.

C. Other Insurance

Unless otherwise expressly stated in this **Policy**, if **You** make a claim against this **Policy** for which **You** are insured (for the same claim) by any other insurance, the **Insurer** shall not be liable to pay more than their rateable proportion of any loss, **Property Damage** compensation costs or expense.

D. Cancellation

You may cancel this **Policy** at any time by returning the **Certificate of Motor Insurance** to **Us** and provided no claim has arisen in the then current **Period of Insurance**, **You** will be entitled to a return of the premium paid less premium at our Short period charges for the time the **Policy** has been in force calculated from the date the **Certificate of Motor Insurance** is received by **Us** and as set out in the Important Notice at the beginning of the **Policy**.

If **you** request cancellation within 14 working days of the date upon which **We** inform **You** the **Policy** has been incepted **We** will refund the full premium.

We may cancel this **Policy** by giving ten (10) days' notice in writing to **You** at **Your** last known address and in such event will return to **You** the premium less the proportionate part thereof for the period the **Policy** has been in force.

E. Care of the Vehicle

The **Insured** shall take and cause to be taken all reasonable steps to safeguard from loss or **Property Damage** the **Insured Vehicle** and keep it in a roadworthy condition and the **Insurer** shall have at all times free access to examine the **Insured Vehicle**. The **Insured Vehicle** must be issued with a valid National Car Test (NCT) Certificate or Commercial Vehicle Roadworthiness Test (CVRT) where applicable.

F. Due Observance and Recovery Rights

It is **Your** responsibility to ensure that any party participating as an **Insured** by this **Policy** agrees to observe, fulfil and comply with the terms and conditions of this **Policy** as far as is practicable.

Unless otherwise expressly stated herein, if any other party to be indemnified by this **Policy** shall fail to observe the terms of this **Policy**, and as a consequence of that failure **We** are prejudiced so that the indemnity payable is increased beyond the amount that would have been payable had the **Insured** party in question fully observed the **Policy** terms, **We** will, without prejudice to any of **Our** other rights hereunder, be entitled to decline to pay the amount of that increase.

G. Alteration

If any new information arises that increases the risk of loss as insured under any section of the **Policy**, **You** shall give immediate notice thereof in writing to the **Us** and shall pay such additional premium as the **Insurer** may require. Further, the **Policy** may be voided in respect of any risk or item thereof in regard to which there be any alteration after the commencement of this **Policy** unless such alteration be agreed in writing by or on behalf of the **Insurer**.

H. Headings

The descriptions in the headings of this **Policy** are solely for convenience, and form no part of the terms and conditions of the coverage provided by this **Policy**.

I. Singular And Plural Form Of A Word

If the singular or plural form of a word is used in this **Policy**, such word shall also include the other form as required in the context of the sentence using such word, as appropriate, including the words contained in the GENERAL DEFINITIONS.

J. Governing Law and Jurisdiction

This **Policy**, and any disputes arising out of it, shall be governed by and construed in accordance with the law of the Republic of Ireland. **We** and **You** agree the courts of the Republic of Ireland shall have exclusive jurisdiction to resolve any dispute, and **You** will comply with all requirements necessary to give such court jurisdiction.

K. Premium Payment

You shall pay to **Us**, when due, the full amount of the premium as specified in the Schedule.

L. Payments Pursuant to the Policy

We may, at any time, make a payment to **You** of:

- (1) The maximum limit stated in the Schedule in respect of any one occurrence, or the balance thereof if payments have already been made in respect of the same occurrence, or the balance of any applicable aggregate limit;
- (2) Any lesser amount for which, at **Our** absolute discretion, the claim arising out of the occurrence in question can be settled.

We will then have no further liability arising out of or in connection with such occurrence.

M. Sanctions

Any liability for any insurance, claim or benefit to the extent that the provision of such insurance, payment of such a claim, or provision of such a benefit would expose **Us** to any sanction, prohibition or restriction under any applicable laws, resolutions, regulations, or trade or economic sanctions, including, but not limited to, those of the United Nations, European Union, United Kingdom, Canada, or the United States of America, in which case such insurance is deemed null and void ab initio.

N. Dispute Resolution Process

The **Insurer** and the **Insured** shall attempt in good faith to resolve any dispute arising out of or relating to this **Policy** promptly by negotiation between executives with authority to settle such dispute. If any dispute cannot be resolved through negotiation, the parties agree that they will submit the dispute to arbitration before a sole arbitrator who shall be mutually agreed between the **Insurer** and the **Insured** or, in the event of disagreement, chosen by the Chairman of the Chartered Institute of Arbitrators and each party will bear their own costs.

O. Complaints

If **You** are not satisfied with the service **You** have received, **You** should contact:

Compliance Officer

Berkshire Hathaway European Insurance DAC

7 Grand Canal Street Lower,

Dublin D02 KW81,

After receiving our final response or if we have been unable to conclude our investigation within 40 business days, **You** may be able to refer **Your** complaint to the Financial Services and Pensions Ombudsman (FSPO). **We** will provide full details of how to do this in our final response or holding letter. The FSPO can be contacted as follows:

Post: Financial Services and Pensions Ombudsman,

3rd Floor,

Lincoln House,

Lincoln Place,

Dublin 2,

D02 VH29

Ireland

Telephone: 1890 88 20 90

Fax: +353 1 6 620 890

Email:

info@fspoi.ie

Website:

<https://www.fspoi.ie>

The FSPO may not be able to consider a complaint if **You** have not provided **Us** with the opportunity to resolve it first, or if **You** are:

- a limited company with an annual turnover of more than €3,000,000; or
- **Your** complaint is against a third party insurer.

Following this complaint procedure does not affect **Your** rights to take legal action.

P. Insurance Act

In accordance with Section 93 of the Insurance Act 1936, it is understood and agreed that all monies which become or may become due and payable by **Us** under this **Policy** shall be payable and paid in the Republic of Ireland.

Q. One Contract

The **Policy** and the Schedule shall be read together as one contract and any word or expression, to which a specific meaning has been attached in any part of this **Policy** or the Schedule, shall bear such specific meaning wherever it may appear.

1. LOSS CONDITIONS

A. Duties in the Event of Occurrence, Offence, Claim or Action

(1) **You** must see to it that our claims handling agent Davies Claims Solutions are notified as soon as practicable (i.e. immediately or by the next working day) of an occurrence, loss or **Property Damage** that may result in a claim, and to the extent possible such notice should include:

- (a) How, when and where the occurrence or offence took place; and
- (b) The names and addresses of any injured persons and witnesses; and
- (c) The nature and location of any **Injury** or damage arising out of the occurrence or offence.

Notice of an occurrence or offense, however, shall not constitute notice of a claim.

If the **Insured Vehicle** is lost or damaged as a result of theft, attempted theft or malicious damage, **You** must immediately contact An Garda Siochana (or the relevant police force) and send us a copy of the Garda/police report which must say that the loss or damage was the result of theft, attempted theft or malicious damage.

You must also write and let **Us** know as soon as **You** become aware of any current or future prosecution or inquest in connection with any event for which there may be any liability under this **Policy**.

(2) **You** and any involved **Insured** must:

- (a) Immediately send **Us** copies of any letters of claim, demands, notices, summonses or legal papers received in connection with the claim or action without answering it; and
- (b) Authorise **Us** to obtain records and other information; and
- (c) Cooperate with **Us** in the investigation or settlement of the claim or defence against the action; and
- (d) Assist **Us**, upon **Our** request, in the enforcement of any right against any person or organisation which may be liable to **You** or any involved **Insured** because of any **Injury, Property Damage**, or other loss or damage to which this insurance may apply.

(3) **You** will not voluntarily make a payment, assume any obligation, or incur any expense without **Our** written consent. **You** or any **Insured** person must not do anything to harm **Our** interests.

(4) If **You** make a claim, **We** may appoint **Our** own repairers to carry out any repair work.

B. Subrogation and Waiver of Rights of Recovery

The **Insurer** will be entitled to undertake in **Your** name or on **Your** behalf:

1. the defence or settlement of any claim
2. steps to enforce rights against any other party before or after payment is made by the **Insurer** subject to the provisions of S.23 of the Consumer Insurance Contracts Act 2019.

DATA PRIVACY NOTICE

References to “**you**” or “**your**” in this section refer to the individual whose personal data is being processed by the **Insurer** (**you** may be the insured, beneficiary, claimant or other person involved in a claim or relevant to the insurance policy).

The **Insurer** collects and uses relevant information about **You** to provide **You** with insurance cover and to meet our legal obligations.

This information includes details such as **Your** name, address and contact details and any other information that the **Insurer** collects about **You** in connection with the insurance cover from which **You** benefit. This information may include more sensitive details such as information related to health.

Your information may be shared with, and used by, other Berkshire Hathaway entities and a number of third parties in the insurance sector such as brokers, reinsurers, loss adjusters, regulators, law enforcement agencies, contractors or sub-contractors, fraud and crime prevention and detection agencies and compulsory insurance databases. The **Insurer** will only disclose **Your** personal information in connection with the insurance cover that the **Insurer** provides and to the extent required or permitted by law.

You have rights in relation to the information the **Insurer** hold about **You**, such as the right to access **Your** information held by us. If **You** wish to exercise **Your** rights, discuss how the **Insurer** uses your information, please use the contact details provided on our full Privacy Notice available at the website link <https://bhspecialty.com/privacy-policy/>. Alternatively, **You** can contact us at the address below to request a copy of the Privacy Notice in a different format or exercise **Your** rights:

Data Protection Officer
Berkshire Hathaway European Insurance DAC
7 Grand Canal Street Lower
D02 KW81 Dublin, Ireland

Email: DPO@bhspecialty.com

Please note that where **You** provide us with details about other people, **You** represent to have the authority and any necessary consent to provide such information to us. **You** also agree to provide this Privacy Notice to such other individuals.

We will also add details of the **Policy** to the Motor Third Party Liability Database maintained by the Motor Insurers Bureau of Ireland (MIBI). MIBI will make this information available to the Minister for Transport, Tourism and Sport and An Garda Síochána for the purposes of section 78A of the Road Traffic Act 1961 (as amended). MIBI may also use this information to:

1. comply with its own legal obligations (e.g. to provide information to members of the public who were involved in an accident with an unidentified driver pursuant to regulation 5(5) of SI 651/2003 (as amended)); and
2. for the performance of its obligations pursuant to the agreement with the Minister for Transport dated 29 January 2009 (as amended from time to time) which was entered into to provide compensation to individuals involved in accidents with uninsured drivers.