

Protection.
It's in our nature.

Your Motor Fleet Insurance **Policy Document**



fbd.ie

FBD Insurance plc is regulated by the Central Bank of Ireland.



FBD Insurance plc has over 50 years experience. We pride ourselves on understanding your needs and today we are one of Ireland's largest insurance companies. With FBD Insurance local offices throughout the country, as well as telephone and online service and support, quality customer service is never far away. So call, drop in or go online for a quotation today.

Useful Contact Details

FBD Insurance Customer Service

LoCall: 1890 617 617

Website: www.fbd.ie

Email: info@fbd.ie

Claims Telephone No.

LoCall: 1890 953 953

Please ensure that you notify us of any accident or damage as soon as possible and prior to effecting any repairs.

Accident Assist.

LoCall: 1850 323 121

Available to all policyholders for claims notification and advice.

If your business is through a broker please call your broker directly.

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Operative Clause

WHEREAS the Insured described in the Schedule hereto (hereinafter called "the Insured") has applied to **FBD INSURANCE plc** (hereinafter called "the Company") by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein for the insurance herein contained.

NOW THIS POLICY WITNESSETH that in consideration of the Insured having paid or agreed to pay the Company the premium stated in the said Schedule as consideration for such insurance.

The Company AGREES to insure in the manner and to the extent hereinafter provided in the respective Sections specified in the current Schedule and appendices thereto (which with the Sections and every appendix thereto shall be deemed to be incorporated in and form part of this Policy) in respect of events occurring in the Territorial Limits during the period of insurance specified in the Schedule or any period for which the Company accepts the premium required for renewal of this Policy.

NOW THIS POLICY WITNESSETH:- That subject to the Terms Exceptions and Conditions contained herein or endorsed or otherwise expressed herein.

SIGNED on behalf of FBD INSURANCE plc

Derek Hall,
Company Secretary

Finance Act 1990

The appropriate Stamp Duty has been or will be paid to the Revenue Commissioners in accordance with the provisions of Section 113 of the Finance Act 1990.

Insurance Act 1936

All monies which become or may become due and payable by the Company under this Policy shall be payable and paid in the Republic of Ireland.

PLEASE READ YOUR POLICY AND IF INCORRECT RETURN FOR CORRECTION

| General Definitions

The following definitions apply in this Policy unless otherwise stated. Each time one of the words below is used it will have the same meaning wherever it appears in the Policy. To help identify these words they will appear in **bold**.

The business

The business activities of the Insured as shown on the Schedule against the business description.

Cover operative

The cover applicable under the Policy as stated in the Schedule:

- **Comprehensive**
Section 1 of the Policy is operative.
Section 2 of the Policy is operative.
- **Third Party, Fire and Theft**
Section 1 of the Policy is operative.
Section 2 of the Policy is operative but only in so far as loss or damage is caused directly by fire, self-ignition, lightning or explosion or by theft or any attempt thereat.
- **Third Party Only**
Section 1 of the Policy is operative.
Section 2 of the Policy is not operative.

Event

Each and every accident or occurrence or series of accidents or occurrences arising out of or following on from one and the same event.

Insured driver

As defined in the Certificate of Insurance under the heading "Drivers or classes of drivers whose driving is covered".

Insured vehicle

As defined in the Certificate of Insurance under the heading "Vehicles or classes of vehicles the use of which is covered".

Period of insurance

The period for which cover is provided under this Policy as shown on the Schedule. The first period starts on the effective date shown in the Schedule and continues until midnight on the expiry date shown in the Schedule.

The period of insurance includes any subsequent period for which the Company may accept payment for renewal of this Policy.

Principal

Any person, company, firm or public, local or statutory authority for whom the Insured is carrying out work under contract or agreement.

Private Car

A vehicle built for the purpose of carrying passengers and taxed for private use only.

Territorial limits

The Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands.

Use

As defined in the Certificate of Insurance under the heading "Limitations as to use".

| Section 1 - Liability to Third Parties

Indemnity to the Insured

The Company will indemnify the Insured against liability at law for damages and claimants costs and expenses in respect of death of or bodily injury to any person (other than persons specifically excepted hereinafter) and damage to property caused by or through or in connection with the **use** of an **insured vehicle**

In respect of any one **event** the total amount payable in respect of damage to property shall not exceed:

- a) €30,000,000 where the damage is caused by or through or in connection with the **use** of an **insured vehicle** which is a **private car**
- b) €1,300,000 where the damage is caused by or in connection with the use of any other **insured vehicle**.

In addition the Company will pay all legal costs incurred with its written consent in connection with any claim for which indemnity applies under this Section.

Indemnity to Others

In terms of and subject to the limitations of the indemnity which is granted by this Section to the Insured the Company will indemnify:

- a) any **insured driver** while driving an **insured vehicle**;
- b) at the request of the Insured any passenger;
- c) in the event of death of any person entitled to indemnity under this Policy, their personal legal representatives; and
- d) any **principal** in respect of any claim arising from the negligence of the Insured and in respect of which were it made against the Insured direct Indemnity would be provided under this Policy

Provided that the following conditions are met:

1. The person or **principal** is not entitled to indemnity under any other policy.
2. The person is not in the Motor Trade driving the **insured vehicle** for the purposes necessitated by its overhaul upkeep or repair for the Insured.
3. The person or **principal** shall as though they were the Insured observe, fulfil and be subject to the terms exceptions and conditions and endorsements of this Policy, in so far as they can apply.

Cross Liabilities

For the purpose of this Policy, each of the parties comprising the Insured shall be considered a separate and distinct unit and the words “the Insured” shall be considered as applying to each party in the same manner as if a separate policy had been issued to each of the said parties provided that this extension shall not apply in respect of any claim for injury to an employee arising out of and in the course of his employment, with either of the aforesaid parties.

Application of Limit of Indemnity

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

Right of Representation

The Company shall have the right to instruct at its own expense a Solicitor of its choice for: Representation at any coroner’s inquest in respect of any death or defending in any court of Summary Jurisdiction any proceedings in respect of any act causing any **event** which may be the subject of indemnity under this Policy.

Trailers

The Company will indemnify the Insured in terms of and subject to the limitations of the indemnity which is granted by this Section in respect of:

- a) any trailer whilst attached to an **insured vehicle**
- b) any detached trailer declared to and accepted by the Company.

Motor Contingency

The Company will indemnify the Insured while any vehicle owned by a person in the Insured’s employ or any vehicle hired with driver used in connection with the **business** but not in respect of loss or damage to such vehicle.

Provided that the following conditions are met:

1. Indemnity is not provided under any other policy.
2. Such person in the Insured’s employ or such hired driver holds a licence to drive such vehicle or having held such a licence is not disqualified from holding such a licence.
3. The person shall as though they were the Insured observe, fulfil and be subject to the terms exceptions and conditions and endorsements of this Policy, in so far as they can apply.
4. Details of all such vehicles must be included in accordance with the terms of the Vehicle Declaration Clause.

Exceptions to Section 1

Except as is necessary to meet the requirements of the Road Traffic Acts the Company shall not be liable in respect of :

1. Damage to any property belonging to or held in trust by or in the custody or control of the Insured or any person driving with the Insured's consent.
2. Damage to any property sustained while such property is in or on an **insured vehicle** or being drawn as a trailed item or mechanically propelled vehicle and any property carried in or on that trailed item or mechanically propelled vehicle.
3. Death or bodily injury to any person driving an **insured vehicle** or in charge of such vehicle for the purpose of driving.
4. Death or bodily injury to any person in the employment of the Insured where such death or injury arises out of or in the course of such employment.
5. Any liability incurred by the Insured arising out of the operation as a tool of an **insured vehicle** or trailer or of plant forming part of such vehicle or trailer or attached thereto.

Section 2 - Loss or Damage to Insured Vehicle

Indemnity

The Company will indemnify the Insured against loss of or damage to an **insured vehicle** and its accessories and spare parts while thereon.

The Company may at its own option repair, reinstate or replace such vehicle or any part thereof and/or its accessories and spare parts or may pay in cash the amount of the loss or damage. If any part or accessory of such vehicle is obsolete or unobtainable from the makers, the liability of the Company in respect of such part or accessory shall be limited to the cost of such part or accessory as set out in the maker's last published price list together with the current labour charge for the fitting thereof.

Transport Costs

If an **insured vehicle** is disabled by reason of loss or damage which is the subject of indemnity under this Policy, the Company will bear the reasonable cost of protection and removal of such vehicle to the nearest repairer. The Company will also pay the reasonable cost of delivery to the Insured after repair of such loss or damage but not exceeding the reasonable cost of transport of the vehicle to the location where it is normally based.

Basis of Settlement of Claims - Total Constructive Loss

In the event of:

- a) an **insured vehicle** being damaged beyond repair or the Company deeming repairs to be uneconomical, or
- b) an **insured vehicle** being stolen and not recovered

the market value of such vehicle immediately prior to such loss less any residual salvage value shall be the maximum amount payable by the Company in respect of such loss. The Company at its option can elect to take over the right to dispose of the salvage at any time during the course of settling the claim.

If to the knowledge of the Company such vehicle is the subject of a Hire, Lease or Finance Agreement (including Hire Purchase) such payment shall be made to the owner whose receipt shall be a full and final discharge to the Company in respect of such loss or damage.

Trailers

For the purpose of this Section, an **insured vehicle** shall include any trailer full details of which have been declared to and accepted by the Company. Any such trailer and plant forming part of or permanently attached to such trailer shall together be deemed to constitute a trailer.

The Company shall not be liable to indemnify the Insured in connection with any vehicle or trailer whilst such vehicle is drawing a greater number of trailers in all than is permitted by law.

Fire Brigade Charges

If an **event** occurs which is the subject of indemnity under this Section the Company will pay any associated Fire Brigade attendance charge up to an amount not exceeding €2,000 per **event**.

Glass Breakage

Unless indicated to the contrary in the Schedule the Company will, without application of any Policy Excess, indemnify the Insured in respect of accidental breakage, cracking or chipping of glass in the windscreen or window(s) of an **insured vehicle** and happening during the **period of insurance** up to the following limits of indemnity:

- 1) Replacement Limit - €250. Where the windscreen or window glass is not capable of being repaired and requires to be replaced, the Company will pay for the cost of replacing the glass up to an amount not exceeding €250 in respect of any one claim.
- 2) Repair Limit - €30. Where the windscreen or window glass is chipped or cracked and is capable of being repaired, the Company will pay for the cost of repairing the glass up to an amount not exceeding €30 in total, irrespective of the number of chips or cracks requiring repair.

These limits however do not apply if the windscreen or window glass is replaced or repaired by one of FBD's approved suppliers for windscreen and window glass replacement or repair.

Please call 1890 953 953 for details of your local approved supplier.

Exceptions to Section 2

The Company shall not be liable to pay for:

1. loss of use, depreciation, wear and tear, mechanical and/or electrical and/or electronic breakdowns, failures or breakages

2. damage to tyres by application of brakes or by punctures cuts or bursts
3. loss or damage to portable electronic devices
4. damage to an **insured vehicle** and/or its accessories and spare parts caused by the goods carried therein.
5. The cost of importing parts or accessories from outside the E.U. or any additional cost of parts or accessories above the price of similar parts available from the manufacturer's European representatives.
6. Damage arising out of the operation as a tool of an **insured vehicle** or trailer or of plant forming part of such vehicle or trailer or attached thereto.

| Supplementary Clauses

The following clauses apply unless indicated otherwise in the Schedule

Vehicle Declaration

The premium for each **period of insurance** provided by this Policy is based on a projected schedule of vehicles and trailers for the **period of insurance** and any subsequent alterations to this. The premium stated in the Schedule or for the renewal of this Policy is a deposit amount and will be adjusted in accordance with the declaration of vehicles and trailers provided by the Insured within 30 days of the expiry of the **period of insurance**. Any difference in the premium shall be paid by or allowed to the Insured, as the case may be.

Legal Fees (Manslaughter)

The Company will pay for legal fees incurred with its written consent for defence in the event of proceedings being taken for manslaughter or attempted manslaughter or under the Road Traffic Acts for dangerous driving causing death or serious bodily harm in respect of any injury to person which may be the subject of indemnity under Section 1 of this Policy.

Provided that the maximum amount payable by the company shall not exceed €13,000 in respect of any one **event**.

Working Risks

Notwithstanding Exception 5 of Section 1 and Exception 6 of Section 2, the Company will indemnify the Insured while an **insured vehicle** or any plant forming part of such vehicle or attached thereto, excluding any crane (other than an attachment for the loading/unloading of the vehicle), is being operated as a tool of trade.

However, the Company shall (except as is necessary to meet the requirements of the Road Traffic Acts) be under no liability under Section 1 of this Policy for or arising out of subsidence, flooding or water pollution.

For the purpose of this clause an **insured vehicle** shall include any trailer full details of which have been declared to and accepted by the Company.

Articulated Vehicle

For the purpose of this insurance an articulated vehicle consisting of a power unit and one partially superimposed trailer shall not be deemed to be a vehicle drawing a trailer.

This Policy shall be inoperative in respect of the towing of any one disabled mechanically propelled vehicle unless the power unit is being used without the superimposed trailer.

Foreign Use

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

European Union – Private Cars

- 1) Where an employee based in the Republic of Ireland or United Kingdom is provided with a Republic of Ireland or United Kingdom registered **private car** by the Insured for the purpose of visiting a European Union member state for business and/or holiday for a maximum duration of (a) 30 consecutive days, or (b) 30 days in any one **period of insurance**, the **territorial limits** of the Policy are automatically extended to include this activity.
- 2) In the event of mechanical breakdown of any **private car** included under 1) above, the Policy extends to provide indemnity in respect of any **private car** temporarily substituted in lieu thereof. This temporary cover shall operate for the duration of the repair work subject to compliance with the terms of 3. hereunder.
- 3) This extension provides Policy cover in respect of Republic of Ireland or United Kingdom based employee(s) visiting other European Union member states on business trips hiring **private car(s)** for the purpose of conducting business including incidental social, domestic and pleasure use provided that at the point of hiring the **private car** the Insured avails of the maximum cover offered by the hirer. In the event of an excess applying under either or both policies, the Insured shall be responsible for the aggregate amount of such excess. The 30 day maximum period as in 1) above shall also apply.

International Motor Insurance Card (Green Card)

The **territorial limits** of the Policy are extended to include the countries for which the Company has issued an International Motor Insurance Card (hereinafter called “the Green Card”) but only in respect of the vehicle and period specified in the Green Card and provided that the Insured has paid or agreed to pay any additional premium required by the Company for this extension.

National Fleet Database

The Road Traffic Act requires that details of new motor insurance policies issued and existing motor insurance policies cancelled will be made available, within five working days, to the Minister for Transport, the Garda Síochána and the Motor Insurers’ Bureau of Ireland. The details required are the vehicle registration number and the identity of the current underwriter.

The insurance industry has developed the National Fleet Database as an efficient, easy to use solution to the legal requirements referred to above. It is an internet-based solution allowing fleet owners to upload, change and manage their fleet information. See www.nfd.ie

The Company accepts no responsibility for any failure, or loss consequent upon such failure, on the part of the Insured to provide the relevant information to the National Fleet Database.

| Additional Clauses

The following clauses apply only if indicated in the Schedule

Accidental Damage Excess

The Company shall not be liable to pay the first amount as stated in the Schedule of any claim in respect of loss of or damage to an **insured vehicle** unless such loss or damage is caused by fire, self-ignition, lightning or explosion or by theft or attempt thereof or results in a claim solely for replacement of broken windscreen or window glass. The Insured shall indemnify the Company in respect of any sum not exceeding such first amount which the Company pays in respect of any such claim which may be the subject of indemnity under this Policy.

All Claims Excess

The Company shall not be liable to pay the first amount as stated in the Schedule of any claim for which indemnity is provided by this Policy. The Insured shall indemnify the Company in respect of any sum not exceeding such first amount which the Company pays in respect of any such claim which may be the subject of indemnity under this Policy.

Third Party Excess

The Company shall not be liable to pay the first amount as stated in the Schedule of any claim for which indemnity is provided under Section 1 of this Policy. The Insured shall indemnify the Company in respect of any sum not exceeding such first amount which the Company pays in respect of any such claim which may be the subject of indemnity under this Policy.

Increase in Third Party Property Damage

The limit of €1,300,000 referred to in Section 1 of this Policy for damage to property is increased to the sum stated against this clause in the Schedule.

Personal Property in Private Cars

It is agreed that in respect of loss of or damage to personal property (excluding portable electronic devices) while in an **insured vehicle** which is a **private car** by fire or theft (or attempt thereof) or by accidental means, the Company will indemnify the Insured or at the request of the Insured such other person as may be the owner of the property so lost or damaged.

Provided that:

- 1) the total liability of the Company shall be limited to the amount stated against this clause in the Schedule in respect of any one occurrence

- 2) compensation payable to any person other than the Insured shall be paid direct to such other person who shall as though he were the Insured observe fulfil and be subject to the terms, exceptions, conditions and endorsements of this Policy insofar as they can apply and whose receipt shall be a full discharge in respect of any liability hereunder
- 3) the Company shall not be liable in respect of loss or of damage to goods or samples carried in connection with any trade or business
- 4) the Company shall not be liable in respect loss of or damage to cash, postal and money orders, bankers' drafts, cheques, giros, travellers' cheques, postage stamps, vouchers, lottery tickets, gift tokens, customer redemption vouchers, phone cards or fraudulent use of Credit Cards, Debit Cards or Cheques.

Authorised or Unauthorised Movement

The Company will indemnify the Insured in the terms of Section 1 while any employee of the Insured is moving or parking any **private car** or commercial vehicle not belonging to the Insured which is

- a) impeding the legitimate passage of an **insured vehicle**
- b) the property of any customer of the Insured

Unlicensed Drivers

Any requirements of the effective Certificate of Motor Insurance 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 of Insurance are otherwise observed and that the person driving is eligible to hold a licence to drive such vehicle.

Occasional Business Use

This Policy is extended to include occasional **business use** of any **private car** by Board/Committee members and employees of the Insured provided that the vehicles, use and drivers fall within the categories listed hereunder.

Description of Vehicle - for the purposes of occasional business use

Any **private car** owned by or hired or lent to any Board/Committee member or any employee of the Insured but excluding any vehicle:

- (a) Provided by the Insured
- (b) In respect of which the Insured makes any allowance (other than mileage)
- (c) In respect of which the Insured pays or contributes to the tax and/or insurance.

Definition of Use - for the purposes of occasional business use

Use only for the **business** of the Insured, excluding use for racing, competitions, rallies or trials or for the carriage of passengers for hire or reward.

Description of Drivers - for the purposes of occasional business use

Any Board/Committee members or employee driving a **private car** with the Insured's consent who holds, or who has held and is not disqualified from holding a licence to drive such vehicle.

| General Exceptions of the Policy

The Company shall not be liable in respect of:

- (1) Any person claiming in respect of damage to any weighbridge or to any road or to anything in or below the surface of the road due to the weight of or vibration caused by an **insured vehicle** except in so far as is necessary to meet the requirements of the Road Traffic Acts.
- (2) Any person claiming in respect of injury to person or damage to property occasioned beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to such vehicle for loading thereon or the taking away of the load from such vehicle after unloading therefrom
- (3) Any liability (in excess of the common law or the statutory liability applicable to the case) undertaken by the Insured by contract.
- (4) Any loss damage liability and/or injury arising out of any **event** occurring (i) while an **insured vehicle** is being driven or is for the purpose of being driven is in the charge of any person other than an **insured driver** or (ii) while an **insured vehicle** is being used otherwise than within the **use** defined in this Policy.
- (5) Except under Section 1, any loss damage and/or injury arising during (unless it be proved by the Insured that the loss damage and/or injury was not occasioned thereby) or in consequence of Earthquake Riot or Civil Commotion.
- (6) Except insofar as is necessary to meet the requirements of the Road Traffic Acts:
 - (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 or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - (i) ionising radiations from or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear components thereof;
 - (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
 - (iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.
 - (b) Any loss damage liability and/or injury arising from pressure waves caused by aircraft and/or other aerial devices travelling at sonic or supersonic speeds.
 - (c) 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.

- (d) loss, damage, cost or expense of whatsoever nature or any legal liability for personal injury to third parties or damage to property belonging to third parties directly or indirectly caused by or resulting from or in connection with:
 - (i) Any act of terrorism regardless of any other cause or **event** contributing concurrently or in any other sequence to the loss
 - (ii) (a) biological or chemical contamination
 - (b) missiles, bombs, grenades or explosives due to any act of terrorism.

For the purpose of this exception an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, ethnic or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

For the purpose of (ii) (a) contamination means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

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

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

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

- (e) (i) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage.

Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property which is insured shall be covered.
- (ii) Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

General Conditions of the Policy

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

Any condition of this Policy or of any Clause or Endorsement herein in so far as it is a prohibited condition within the meaning of Part VI of the Road Traffic Act 1961/1968 shall not be a condition affecting the right of any person to recover an amount under or by virtue of the provisions of Section 76 of the said Act.

The Expression "CLAIM" shall mean a claim or series of claims arising out of one event.

- 1. Claims/Summonses & Prosecutions:** The Insured shall give notice in writing to the Company immediately after the occurrence of any **event** in consequence of which the Company may become liable under this Policy with full particulars thereof or where such **event** did not occur in the Insured's presence within 48 hours after the occurrence of such **event** first came to his knowledge together with such particulars of such **event** as are in his knowledge or procurement.

Every letter, claim, legal proceedings including writ, civil bill, civil summons, personal injury summons or other notice and every correspondence, communication or notice from the Injuries Board shall be notified and forwarded unanswered to the Company immediately on receipt.

Notice shall also be given in writing to the Company immediately the Insured shall have knowledge of any impending prosecution or inquest in connection with any such **event**.

- 2. No admission:** No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for Indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
- 3. Other Insurance:** If at the time any claim arises under this Policy there is any other existing insurance covering the same loss, damage or liability the Company shall not be liable to pay or contribute more than its rateable proportion of any loss, damages, costs or expenses.

Provided always that nothing in this condition shall impose on the Company any liability from which but for this condition it would have been relieved under Provisos 1. of Indemnity to Others and Motor Contingency contained in Section 1 Liability to Third Parties.

- 4. Reasonable Care:** The Insured shall take all reasonable care to safeguard from loss or damage and maintain in efficient condition an **insured vehicle** and the Company shall have at all times free access to examine such vehicle.

In relation to precautions against frost damage it is essential that anti-freeze be used in the proportions recommended by the manufacturer and that where possible the vehicle should be garaged.

5. **Arbitration:** All disagreements arising out of this Policy shall be referred to the decision of an arbitrator to be appointed by the parties or, failing agreement, by the authorised body identified in the current arbitration legislation.

Where any difference is referred to arbitration, the making of an award shall be a condition precedent to any right of action against the Company. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of the liability shall be deemed to have been abandoned.

6. **Due Observance & Fulfilment:** The due observance and fulfilment of the terms provisions conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.
7. **R.T.A. Obligations:** The Insured shall repay to the Company all sums paid by the Company in respect of any claim under this Policy which the Company would not have been liable to pay but for the provisions of the Road Traffic Acts and all expenses incurred by the Company in connection with any such payment.
8. **Cancellation of Policy:**
- (a) The Company may cancel this Policy in line with our Terms of Business by sending ten days' notice in writing to the Insured at his last known address and in such event, provided no claim has occurred, will return to the Insured the premium less the pro rata portion thereof for the period the Policy has been in force.
 - (b) You, the Insured, may cancel the Policy in line with our Terms of Business by sending us instructions in writing and returning the Insurance Certificates and Discs on issue. Provided no claim has occurred during the **period of insurance**, the Company will return the premium for the unexpired period of cover, less any cancellation charge.
9. **The Insured:** The expression "the Insured" shall for the purposes of these conditions and so far as the context permits be deemed to include a reference to the Insured's personal representatives.
10. **Fraud:** If the Insured or any person acting for or on behalf of the Insured, makes any claim, knowing any part of it to be false or fraudulent, the Company will not pay the claim and will cancel the Policy and any other policies underwritten by FBD Insurance plc which the Insured has. The Company may also involve the relevant Authorities to bring criminal Proceedings.
11. **Policy Enhancements:** If we amend or replace any Policy wordings, conditions, exclusions, clause or endorsements during the **period of insurance** which improve, broaden or extend the Policy to your benefit, then, provided no additional premium is normally payable, this benefit is automatically passed on to you from the effective date of the enhancement/s.
12. **Premium Instalment:** The terms of this condition apply where the Company has agreed to accept payment of premium for this policy (including the first premium, any renewal premium or premium charge following a change to the policy) by a premium instalment facility.

1. In the event where an instalment is rejected by the Insured's bank, the Company will issue to the Insured a written demand for the payment of some or all of the outstanding instalments. If this amount is not paid within the timeline specified in the demand, all cover under this policy will be cancelled with effect from (and including) the original date the instalment was rejected by the Insured's bank.
2. The fact that the Company has agreed to accept payment of premium under a premium instalment facility will not:
 - a) be treated as or constitute a waiver of, or otherwise affect, any rights the Company may have to avoid the insurance contract from inception or from renewal, or to terminate cover, for whatever reason whatsoever arising out of or in connection with the insurance contract; or
 - b) amount to any ratification or affirmation of any insurance contract nor otherwise affect the Company's rights to rely upon the terms exceptions and conditions of the policy and any of its sections.
3. The Company retains the right to deduct any outstanding premium due under the Company's premium instalment facility up to the date of cancellation of the policy, or to deduct any premium payable by the Insured under this policy, from any sums due to the Insured in respect of any valid outstanding claim.
4. The Company's right to cancel the policy under the terms of this premium instalment condition shall not be affected by any other cancellation condition in this policy.

13. Motor Insurance Database

It is a condition of the Policy that you supply details of the vehicles whose **use** is covered by the Policy as are required by the relevant law applicable in Great Britain and Northern Ireland, for entry on the Motor Insurance Database. The Company accepts no responsibility for any failure, or loss consequent upon such failure, on the part of the Insured to provide the relevant information.

