

Motor Small Fleet Policy

<u>CONTENTS</u>	<u>PAGE</u>
INTRODUCTION	2
SCHEDULE	3
DEFINITIONS	4
INSURING CLAUSES	5
EXCLUSIONS	11
EXTENSIONS	15
CONDITIONS	16

In your interest:

Please read this Policy carefully to ensure that it provides the cover requested. If it does not, then please return it immediately to your Insurance Intermediary, or to the Company, together with your instructions.

The Appropriate Stamp Duty has been or will be paid to the Revenue Commissioners in accordance with the Stamp Duties Consolidation Act 1999, Schedule 1.

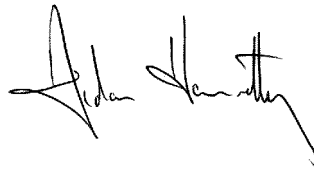
<i>Prepared by ANDREE TYNAN</i>	<i>Checked</i>	<i>.....</i>
<i>Address: Allianz House</i>	<i>Policy Form Reference:</i>	<i>03SF</i>
<i>Elmpark, Merrion Road</i>	<i>Tx Ref: /QT/0000/00/00000</i>	
<i>Dublin 4, Ireland.</i>	<i>I02SENTHIP (K)</i>	
<i>Phone: . Fax: 01-6134460</i>		

INTRODUCTION

Forming part of specimen Motor Small Fleet Policy

The Insured named in the Schedule hereto having by a Proposal and Declaration which shall be the basis of this Contract applied to Allianz p.l.c. hereinafter called "the Company" for the insurance hereinafter defined having paid or agreed to pay the premium, the Company agrees to provide such insurance subject to the Terms Definitions Exclusions Extensions Conditions and Endorsements contained herein or endorsed or otherwise expressed hereon. The Period of Insurance shall be as expressed in the Schedule attached hereto or any subsequent period for which the Company may accept payment for the renewal of this Policy.

Allianz p.l.c.

A handwritten signature in black ink, appearing to read 'Aidan Hanratty', written over a light blue horizontal line.

**Aidan Hanratty
Risk Management Director**

SPECIMEN MOTOR SMALL FLEET POLICY (Ref 03SF)

QUOTATION SCHEDULE

Forming part of specimen Motor Small Fleet Policy

THIS IS SPECIMEN POLICY WHICH DOES NOT HAVE A SCHEDULE. A BLANK SCHEDULE PAGE IS INCLUDED TO ILLUSTRATE WHERE THE SCHEDULE WOULD APPEAR IN AN ACTUAL MOTOR SMALL FLEET POLICY.

DEFINITIONS

- Insured:** The person company firm or other legal entity named as the Insured in the Policy Schedule.
- Schedule:** Sets out details of the Insured and a summary of the cover provided. The Schedule is part of the Policy.
- Business:** The business of the Insured described in the Schedule.
- Vehicle:** Any Motor Vehicle described in the effective Certificate of Motor Insurance issued to the Insured.
- Limitations as To Use:** Use as described in the effective Certificate of Motor Insurance issued to the Insured under the headings "Limitations as to Use" and "The Policy does not cover".
- Insured Driver:** Any person described in the effective Certificate of Motor Insurance under the heading "Drivers or Classes of Drivers whose Driving is Covered".
- Territory:** The Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands.
- Passenger:** Any person while in, mounting into, or dismounting from the Vehicle.
- Trailer:** Any trailer owned by the Insured or for which the Insured is responsible while it is attached to or detached from the Vehicle.

INSURING CLAUSES

SECTION 1: Liability to Third Parties

The Company will indemnify the Insured in respect of all sums which the Insured or his personal representatives shall become legally liable to pay to any person (exclusive of the excepted persons as hereinafter stated) by way of damages or costs on account of injury to person (including injury causing death) or damage to property caused in the Territory by through or in connection with any Vehicle provided that in respect of damage occasioned by any one act or series of acts constituting one event the indemnity in respect of damage to property is limited to the sum of

- (i) €1,300,000 in respect of any Vehicle which is not a Vehicle described in paragraph (ii) below; and
- (ii) €30 million in respect of a Vehicle which is a private car or estate car having a dual purpose body

and the Company will pay all costs and expenses incurred with its written consent.

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

SECTION 2: Fire and Theft

The Company will indemnify the Insured against loss of or damage to any Vehicle and/or its accessories or spare parts whilst thereon by fire self-ignition lightning explosion or by theft or any attempt thereat in the Territory.

SECTION 3: Loss or Damage

The Company will indemnify the Insured against loss of or damage to any Vehicle and/or its accessories and spare parts while thereon including damage by frost and loss or damage while in transit by sea (or during the process of loading or unloading incidental to such transit) between any ports in the Territory.

SECTIONS 2 & 3: Repair Reinstatement or Replacement

In relation to the indemnity provided by Sections 2 and 3 the Company may at its own option repair reinstate or replace such Vehicle or any part thereof and/or its accessories and spare parts or may pay in cash the amount of the loss or damage. The maximum amount payable by the Company in respect of any claim for loss or damage shall be the market value of such Vehicle immediately prior to such loss or damage. If to the knowledge of the Company the Vehicle is the subject of a hire purchase agreement or leasing agreement such payment shall be made to the owner described therein whose acceptance shall be a full and final discharge to the Company in respect of such loss or damage. If the Company is not made aware of any hire purchase or leasing agreement in respect of the Vehicle, payment by the Company to the Insured shall be a good discharge to the Company of any amount owing to any hirer or lessor.

INSURING CLAUSES
Continued

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

The Insured may authorise the repair of such Vehicle necessitated by damage covered by this Policy provided that the estimated cost of such repairs does not exceed €650 and that the Company be furnished forthwith with a detailed estimate of the cost in such form as may be required.

SECTION 4: Persons Driving Insured Vehicle

In terms of and subject to the limitations of the indemnity which is granted by Section 1 to the Insured the Company will indemnify any Insured Driver who is driving the Vehicle with the Insured's consent

Provided that

- (a) such Insured Driver is not entitled to indemnity under any other Policy
- (b) such Insured Driver is not a person in the Motor Trade driving the Vehicle for purposes necessitated by its overhaul upkeep and/or repair for the Insured
- (c) such Insured Driver shall as though he were the Insured observe fulfil and be subject to the Terms Exceptions and Conditions of this Policy insofar as they can apply
- (d) Such Insured Driver holds a licence to drive the Vehicle or having held such a licence is not disqualified from holding such a licence.

SECTION 5: Passenger Negligence

The Company will at the request of the Insured indemnify in terms of Section 1 of this Policy any Passenger in the Vehicle

Provided that the Passenger

- (i) is not driving such Vehicle or in charge of such Vehicle
- (ii) is not entitled to indemnity under any other policy
- (iii) shall as though he were the Insured observe fulfil and be subject to the Terms Exceptions and Conditions of this Policy insofar as they can apply.

SECTION 6: Emergency Treatment

The Company will indemnify any person using the Vehicle in connection with which indemnity is provided under the Policy, against liability for emergency treatment or medical or hospital expenses required by Road Traffic Act Legislation in connection with injuries caused by or arising out of the use of such Vehicle in any territory to which any of such Legislation applied.

INSURING CLAUSES
Continued

SECTION 7: Medical Expenses

If the Insured or the Insured Driver or any Passenger of any Vehicle shall in direct connection with such Vehicle in the Territory sustain any bodily injury by violent accidental external and visible means the Company will pay to the Insured the medical expenses in connection with such injury up to the sum of €130 in respect of each person injured.

SECTION 8: Foreign Use

This Policy shall operate in full in respect of events occurring in any country which is a member of the European Community or in respect of which the Commission of the European Community is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the Third EC Directive on Insurance of Civil Liabilities (the "Relevant Countries") arising from any Vehicle which is a private car or estate car having a dual purpose body being driven by any Insured Driver.

Whilst any Vehicle which is not a private car or estate car having a dual purpose body is being driven by any Insured Driver in any of the Relevant Countries the Policy is extended to provide the minimum indemnity required to comply with the laws relating to compulsory insurance of motor vehicles in such Relevant Country except that if the minimum indemnity required by the laws of the Republic of Ireland be higher than that of such Relevant Country then the indemnity provided will be that required in the Republic of Ireland as if the event giving rise to the liability had occurred in the Republic of Ireland.

SECTION 9: Contingency Cover

The Company will indemnify the Insured in the terms and subject to the limitations of Section 1 of this Policy while any vehicle owned by a person in the Insured's employ or any vehicle with driver hired by the Insured is being used in the Territory in connection with the Insured's Business by any person in the Insured's employ or by such hired driver, but not in respect of loss or damage to such vehicle nor if there is any other existing insurance covering the same liability

Provided always that 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, and shall as through he were the Insured observe fulfil, and be subject to the Terms Exceptions and Conditions of this Policy insofar as they can apply.

SECTION 10: Unlicensed Drivers

Any requirements of the Certificate of Motor Insurance for the Vehicle that the person driving must hold or have held, a licence to drive shall be inoperative when a licence is not required by law, provided that the terms of the Certificate are otherwise observed and that the person driving is of an age to hold a licence to drive the Vehicle.

INSURING CLAUSES
Continued

SECTION 11: Indemnity to Owners

In the terms of and subject to the limitations of the indemnity which is granted by Section 1 of this Policy to the Insured in connection with the Vehicle the Company will indemnify the owners of any Vehicle which is hired or leased to the Insured

Provided that

- (a) such owner is not entitled to indemnity under any other Policy
- (b) such owner shall as though he were the Insured observe fulfil and be subject to the Terms Exceptions and Conditions of this Policy insofar as they can apply
- (c) such Vehicle is not being driven by the owner or any person in the employment of the owner.

SECTION 12: Indemnity to Hirer

In respect of any Vehicle other than a passenger carrying or goods carrying Vehicle the Company will indemnify any hirer of any such Vehicle against liability as defined in this Policy arising in connection with any such Vehicle while let on hire

Provided that

- (a) such hirer shall as though he were the Insured observe fulfil and be subject to the Terms Exceptions and Conditions of this Policy insofar as they can apply
- (b) such hirer is not entitled to indemnity under any other policy.

SECTION 13: Joint Insured Indemnity

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 and the Company hereby agrees to waive all rights of subrogation or action which the Company may have or acquire against either of the aforesaid parties arising out of an accident in respect of which a claim is made hereunder. Notwithstanding the inclusion herein of more than one Insured the total liability of the Company in respect of damage to property in respect of any or all Insureds shall not exceed the Limits of Indemnity as stated in this Policy.

INSURING CLAUSES
Continued

SECTION 14: Legal Charges

The Company will at the request of the Insured arrange and pay for legal services for defence in the event of proceedings being taken under sub-Section 2(a) of Section 53 of the Road Traffic Act 1961 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

- (i) the Insured shall be responsible for any costs and/or expenses in excess of €1,275 incurred in respect of such legal services
- (ii) this extension of cover shall not apply if the person driving is aged under 23 years
- (iii) no indemnity shall be granted if arising out of the event which gave rise to the proceedings the person driving has been convicted (or a prosecution is pending) under any Road Traffic Act Legislation relating to the level, concentration or quantity of alcohol or drugs in the body
- (iv) the Company may at any time relieve itself of any further liability or obligation in respect of such legal services upon paying to the Insured the said sum of €1,275 less expenses incurred by the Company to date of payment.

SECTION 15: Application of Limits of Indemnity

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

SECTION 16: Excess

- (i) The Insured shall be responsible for the first €315 of each and every claim under Section 2 and Section 3 of this Policy. In the event of a claim under both Section 2 and Section 3 arising out of one event the maximum amount of the excess payable shall be €315
- (ii) The Insured shall be responsible for the first €625 of each and every claim under Section 3 of this Policy whilst the vehicle is being driven by any person under 26 years of age.

INSURING CLAUSES
Continued

SECTION 17: Third Party Working Risk Cover

General Exception (8) is hereby rendered inoperative.

Except so far as is necessary to meet the requirements of any Road Traffic Act Legislation the liability of the Company under this Policy in respect of injury to person (including injury causing death) and/or damage to property caused by or through or in connection with any Vehicle while such Vehicle or any plant forming part of such Vehicle is being used as a tool shall not in the aggregate exceed the sum of €6,400,000 in respect of any one act or any one series of acts collectively constituting one event and the Company will in addition pay all costs and expenses incurred with its written consent

Provided that

- (a) the Company shall not indemnify the Insured under Section 1 of this Policy in respect of liability directly or indirectly caused by or resulting from
 - (i) subsidence flooding or water pollution
 - (ii) damage to pipes or cables
- (b) the Limit of Indemnity applying to this Policy as stated in Section 1 for damage to property is not increased hereby.

EXCLUSIONS

Except so far as is necessary to meet the requirements of the Road Traffic Act Legislation:

Exceptions to Section 1

The Company shall not be liable in respect of

- (a) injury to person (including injury causing death) to
 - (i) any person driving the Vehicle or in charge of the Vehicle for the purpose of driving
 - (ii) any person in the employment of the Insured where such injury arises out of and in the course of such employment
 - (iii) any passenger unless that part of the Vehicle in which such passenger is being accommodated is designed and constructed with fixed or folding seats permanently and securely installed in or on the Vehicle
- (b) damage to property owned by or in the possession, custody or control of the Insured or in on or being conveyed by the Vehicle.

Exceptions to Sections 2 & 3

The Company shall not be liable to pay for

- (a) loss of use depreciation wear and tear electronic failures mechanical or electrical breakdown failures or breakages
- (b) damage to tyres by application of brakes or by road punctures cuts or bursts
- (c) loss or damage described in Section 2 and/ or Section 3 to any Vehicle other than private car or estate car having dual purpose body arising from any event occurring outside the Territory
- (d) loss or damage described in Section 3 whilst any Vehicle is being driven by
 - (i) any person who is under 23 years of age
 - (ii) any person who is not the holder of a full driving licence.

EXCLUSIONS
Continued

Exceptions to Section 5

The Company shall not be liable in respect of

- (a) injury to person (including injury causing death) to
 - (i) the Insured
 - (ii) any person driving the Vehicle or in charge of the Vehicle for the purpose of driving
 - (iii) any person in the employment of the Passenger where such injury arises out of and in the course of such employment
- (b) damage to property owned by or in the possession custody or control of the Insured or of the Passenger or in on or being conveyed by the Vehicle.

General Exceptions of the Policy

The Company shall not be liable except so far as is necessary to meet the requirements of Road Traffic Act Legislation

- (1) to indemnify the Insured or any other person claiming indemnity under this Policy in respect of any award made as a result of legal proceedings issued in any country which is not a member of the EC or in any other country in respect of which the commission of the EC is not satisfied that arrangements have been made to meet the requirements of Article 7(2) of the Third EC Directive on Insurance of Civil Liabilities arising from the use of motor vehicles.
- (2) in respect of any liability (in excess of the common law or statutory liability applicable to the case) undertaken by the Insured by special contract.
- (3) in respect of any loss damage liability and/or injury arising out of any event occurring while any Vehicle is
 - (a) being driven by or is in the charge of any person other than an Insured Driver
 - (b) being used other than within the "Limitations as to Use" contained in the Certificate of Motor Insurance.
- (4) other than under Section 1 in respect of injury to person or damage to property due to or in consequence of Earthquake.

**EXCLUSIONS
Continued**

- (5) in respect of
- (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 radioactivity from any 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.
- (6) in respect of any loss damage liability 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
- (i) war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power
 - (ii) any Act of Terrorism.
An Act of Terrorism means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

This exclusion applies to liability loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to (i) and/or (ii) above.

If the Company allege that by reason of this exclusion any loss damage liability 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 exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

**EXCLUSIONS
Continued**

- (7) in respect of loss damage liability cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with
- (i) the loss of alteration of or damage to
 - (ii) a reduction in the functionality availability or operation of
- a computer system hardware programme software data information repository microchip integrated circuit or similar device in computer equipment or non-computer equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code including but not limited to computer virus worm logic bomb or trojan horse.
- (8) in respect of liability incurred by the Insured arising out of the operation as a tool of any Vehicle or of plant forming any part of such Vehicle or attached thereto.
- (9) in respect of loss destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- (10) in respect of damage to any road or to anything in or below the surface of a road due to the weight of or vibration caused by any Vehicle.

EXTENSIONS

Notwithstanding anything contained in General Exception 2 to the contrary the Company will indemnify in terms of Section 1 of the Policy any Public Authority Company Firm Corporate Body or Person (hereinafter called the Principal) for whom the Insured has contracted to execute work or services

Provided that

- (a) the Insured 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 extension to be vested in the Company
- (b) the Principal is not entitled to indemnity under any other Policy
- (c) the Company shall not be liable by virtue of this extension in respect of
 - (i) liability or any sum in excess of the amount thereof which attaches in respect of the Principal by virtue of an agreement and which liability or excess sum would not have attached in the absence of such an agreement
 - (ii) injury to the person of the Principal or to property belonging to or held in trust by or in the custody or control of Principal
 - (iii) liability which arises other than by reason of the negligence of the Insured or an employee of the Insured
- (d) the Principal shall as through they were the Insured observe fulfil and be subject to all the Terms Exceptions and Conditions of this Policy.

CONDITIONS

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

- 1: The Insured shall give notice in writing to the Company as soon as practicable after the occurrence of any event in consequence of which the Company may become liable under this Policy with full particulars thereof. Every letter claim writ summons civil bill and/or process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given in writing to the Company immediately the Insured shall have knowledge of any impending prosecution or inquest in connection with any such event.

- 2: No admission repudiation offer promise payment or indemnity shall be made or given by or on behalf of the Insured or any person indemnified by this policy 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 or any such indemnified person the defence or settlement of any claim or to prosecute in the name of the Insured or any such indemnified person 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 or any such indemnified person shall give all such information and assistance as the Company may require.

- 3: 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 under this Policy to pay or contribute more than its ratable proportion of any loss damage cost and/or expenses

Provided always that nothing in this Condition shall impose on the Company any liability from which but for this condition it would have been relieved under Proviso (a) of Section 4, Proviso (ii) of Section 5, Proviso (a) of Section 11 and the terms of Section 9, or the terms of any Endorsement attached to this Policy.

- 4: The Insured shall take all reasonable steps to safeguard from loss or damage and maintain in efficient condition the Vehicle and the Company shall have at all times free access to examine such Vehicle.

- 5: If any difference shall arise under this Policy such difference shall be referred to an Arbitrator to be appointed by the parties or failing agreement by the President for the time being of the Incorporated Law Society of Ireland. Where any difference is by this condition to be 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 liability shall be deemed to have been abandoned.

- 6: The due observance and fulfillment of the Terms Provisions and Conditions of this Policy and/or of any Endorsement thereon insofar as they relate to anything to be done or complied with by the Insured or any person indemnified by this Policy and the truth of the statements and answers in the proposal for the insurance provided for by this Policy shall be conditions precedent to any liability of the Company to make any payments under this Policy.

CONDITIONS
Continued

- 7: 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 Motor Insurers' Bureau of Ireland or any similar international agreement or the law of any territory in which the Policy operates relating to the insurance of liability to Third Parties and all expenses incurred by the Company in connection with any such payment.
- 8: This Policy may be cancelled at any time by the Company, giving 7 days notice by Registered Post to the Insured at the Insured's last known address. In such event the Insured shall become entitled to a return of the proportionate part of the premium in respect of the unexpired portion of the Period of Insurance subject to the Company's right to retain the amount specified in the Policy and Schedule or otherwise advised to the Insured as a minimum premium.
- 9: The expression "the Insured" and "person indemnified by this Policy" shall for the purposes of these conditions and so far as the context permits be deemed to include a reference to the personal representatives of the Insured and such indemnified person.
10. This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure in any material particular.
11. If at any time or from time to time any material change shall occur in any of the facts existing at the date of the Proposal for the insurance provided for by this Policy the Insured shall give immediate notice thereof in writing to the Company and shall pay such additional premium as the Company 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 Insurance unless such alteration be admitted by memorandum signed by or on behalf of the Company.
12. It is a condition of this Policy that such details of the Vehicles covered by this Policy as required by the relevant law applicable in the Territory be supplied for entry on the Motor Insurance Database.
13. The laws of Ireland shall govern this Policy and the Irish courts shall have exclusive jurisdiction to hear any proceedings taken in respect of this Policy.