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# **FLEET** INSURANCE

Policy Document

UNDERWRITTEN BY

**Liberty Insurance**

**Issue 2022 06**

Ornella Underwriting Ltd t/a Ornella Underwriting, Ornella, Bump Insurance, Patrona and Patrona Underwriting is regulated by the Central Bank of Ireland

THIS INSURANCE POLICY IS UNDERWRITTEN BY:



**Liberty**  
**Insurance®**

Liberty Insurance  
Dublin Road,  
Cavan,  
Ireland

Liberty Seguros, Compañia de Seguros Y Reaseguros, SA, trading as Liberty Insurance is authorised by General Directorate of Insurance and Pensions Funds in Spain and is regulated by the Central Bank of Ireland

THIS INSURANCE POLICY IS ARRANGED ADMINISTERED BY



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# Ornella Underwriting Limited

## Fleet Policy document

### Introduction

We, Liberty Insurance, agree to provide insurance to you, the insured named in the policy schedule, for events which happen in the Republic of Ireland, Northern Ireland or Great Britain (including the Isle of Man and Channel Islands) during any period of insurance that you have paid, or have agreed to pay, the premium. If more than one person is named as the insured, the insurance will apply to each of you.

### On behalf of Liberty Insurance



Stuart Trotter  
Ireland Country Manager, Western European Markets

Liberty Seguros, Compania de Seguros Y Reaseguros, SA, trading as Liberty Insurance is authorised by the General Directorate of Insurance and Pension Funds in Spain and is regulated by the Central Bank of Ireland for conduct of business rules.

Liberty Insurance is registered in Ireland, registration number 904632.  
You can contact the Central Bank of Ireland on +353 (0)1 224 5800.

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# Definitions

**You, your** – the insured named in the policy schedule.

**We, us** – Liberty Insurance.

**Your business** – your occupation as described in the schedule.

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

**The vehicle** – the vehicle or vehicles described in the schedule of this policy and any vehicle:

- you have given us details of;
- we have provided a certificate of insurance for; and
- for which the insurance is still in place.

**The certificate of insurance** – the document which is evidence that you have taken out the insurance needed by law.

**The period of insurance** – the period shown in the schedule and any further period for which we agree to insure you.

**Territorial limits** – Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands, or while the vehicle is being transported by sea, air or rail (including loading or unloading) between these places.

**Market value** – the cost of replacing the vehicle with one of the same make, model and similar age and condition at the time of the accident or loss.

**Principal** – any person who employs you to act in their place or on their behalf.

**Accessories** – any items permanently attached to the vehicle which are not directly related to how it works as a vehicle and are not designed to be used independently.

**Endorsement** – wording which changes the insurance in the printed policy.

**Declaration period** – the period within which you must tell us about any changes you have made to the current schedule of vehicles that is covered on the policy (including if you have added or deleted information).

**Excess** – the amount shown in your schedule which we deduct from every claim for loss of or damage to the vehicle or any other property you insure. The amount applies to each individual vehicle.

**Material Change** – answers to any questions asked by us are 'Material' to the policy. If the position or answer in relation to any of these questions change you must inform us as soon as you can.

**Trailer** – an unpowered attachment for the carriage of goods, towed by a vehicle and described in the schedule.

**Recommended Repairer** – A repairer from our approved network that we authorise to repair the vehicle.

# Your insurance cover

**So you understand what you are covered for, please read this document, the schedule and the certificate of insurance carefully. You should pay special attention to the general terms, exceptions, conditions and endorsements. If you have any questions, you should contact us or your insurance advisor.**

**Comprehensive cover** – sections 1 and 2 of this policy apply.

**Third party, fire and theft cover** – section 1 applies for loss of or damage to the vehicle caused directly by fire, lightning, explosion, theft or attempted theft. Section 2 of this policy also applies.

**Third party only cover** – section 2 of this policy applies.

**Trailer cover** – section 3 only applies if it is shown in the schedule.

**Windscreen cover** – section 4 only applies if it is shown in the schedule.

*The general exceptions and general conditions apply to all levels of cover.*

## Limits on how you use the vehicle

The insurance only covers you if you use the vehicle in the way described in your certificate of insurance. We will not cover you for:

- a. any use connected with the motor trade, unless the use is described in your certificate of insurance; or
- b. hiring out the vehicle for money, unless the use is described in your certificate of insurance; or
- c. racing, pacemaking (setting the pace in a race) or being in any contest or speed trial (apart from treasure hunts).

## Description of drivers

Any person shown in the certificate of insurance can drive the vehicle. Where 'any driver' is shown, please see the schedule for any restrictions.

# General conditions which apply to the whole policy

## **These general conditions apply to all sections of the policy.**

1. We will only have to make a payment under this policy if:
  - a. all the answers in the proposal and declaration for this insurance are true and complete; and
  - b. you or any insured person meets all the terms, conditions and endorsements of this policy.

## **Cancellation**

2. You may cancel the policy at any time by contacting us by phone or in writing. You have a legal obligation to return your certificate of insurance and insurance disc when cancelling an insurance policy.

If you want to cancel your policy, we will refund your premium for any period of insurance remaining.

If the amount you have paid at the cancellation date does not cover the premium owed, we have the right to recover the money that you owe.

All premium refunds will only be issued as long as we have received your certificate of insurance and insurance disc.
3. We may choose to cancel the policy, giving you a reason, by sending you 10 days' written notice to your last known address. We will refund your premium for any period of insurance remaining.

You must immediately return your certificate of insurance and insurance disc to avoid any action we may take against you to recover them.

If you pay monthly you have agreed to pay the premium on the due date, or dates, as set out in that agreement. If you do not make a payment on time, we can cancel the policy by sending you 10 days' written notice to your last known address. We will refund your premium for any period of insurance remaining.

## **Policy changes**

4. You must:
  - a. let us know the details of any new or replacement vehicle before you buy or change vehicles;
  - b. pay us any extra premium we may ask for as a result of the new or replacement vehicle; and
  - c. let us know if you sell or dispose of the motor vehicle. All cover for the vehicle will end and you must return the certificate of insurance and insurance disc to qualify for any refund of premium which we may allow.

If you do not give us, and we do not confirm full details of the vehicle, the insurance will not apply to the vehicle and we will not be responsible for any accident, injury, loss, damage or liability arising as a result of any accident caused by or in connection with that vehicle.
5. You must tell us immediately if:
  - a. you plan to make changes to the vehicle that improve its value, performance or attractiveness to thieves;

- b. you want to use the vehicle for any use not included in your certificate of insurance;
- c. you or anyone covered by this policy are charged or convicted of a motoring offence or are notified of any pending prosecutions;
- d. you become aware of any medical or physical condition of any driver that may affect their ability to drive;
- e. you or any driver changes occupation;
- f. your driving licence or driving entitlements change (including any driver's licence changing from provisional/ learner permit to full);
- g. there are any other Material Changes.

This is not a full list and you should tell us about any change if you are not sure whether it may affect your policy.

When you tell us about a change, we may then reassess your premium and your cover. If you do not tell us about any relevant changes, we may:

- reject or reduce your claim; or
- cancel the policy.

- 6. We will not refund any amounts less than €10, and we will not charge any amounts which are less than €10 which arise as a result of a change to the risk. We will only refund any premium if we have received all the documents we need to carry out the alteration.

## Claims

- 7. a. You must report any accident, injury, loss or damage involving the vehicle or any other motor vehicle which is insured under this policy to us immediately (or by the next working day). We may send you an incident investigation sheet which you must fill in and return as soon as possible.
- b. In the event of loss of or damage to the vehicle as a result of theft or attempted theft, you must immediately contact the Gardai. We will send you a theft report form, which we require to be completed by a Garda.
- c. 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.
- d. You or any insured person must immediately send us any correspondence relating to any incident without answering it. You, or any other insured person must co-operate with our investigations. You must never accept responsibility or offer or promise payment without our written permission.
- e. We will be entitled to take over and carry out in your name (or in the name of any other insured person) the defence or settlement of any claim. We may prosecute, in your name or in the name of any other person (at our expense and for our benefit) to recover any amount we have paid. We will be able to decide how any proceedings or settlements are handled.
- f. If you make a claim, we are entitled to instruct and to give information about you and your policy to other people such as suppliers, private investigators and loss adjusters.
- g. You or any insured person must not do anything to harm our interests.
- h. If you make a claim, we may appoint our own repairers to carry out any repair work.



8. If, at the time any claim arises under this policy, there is any other insurance covering the same accident, injury, loss, damage or liability, we will only pay our share of any loss, damage, compensation, costs or expenses.
9. If, under the law of any country, we have to make a payment which we would otherwise not have made under this policy, we may recover any payment from you or from the person who the claim was made against.

### **Duty of care**

10. You or any insured person must:
  - a. take all reasonable steps to prevent accidents, injuries, loss or damage;
  - b. protect the vehicle against loss or damage;
  - c. give us access, at any reasonable time, to examine the vehicle;
  - d. not leave the vehicle unlocked while unattended, or leave the keys to the ignition (or device for the keyless entry system) with the vehicle while unattended; and
  - e. make sure the vehicle is kept in a roadworthy condition and, if necessary, has a valid NCT or CRW (Certificate of Roadworthiness) certificate.

### **Drink and Drugs**

11. We will not provide cover for any accident, injury, loss, damage or liability if:
  - a. you or any insured person is driving while unfit to do so due to alcohol or drugs; or
  - b. you or any insured person is driving after drinking alcohol and, three hours after the accident, the amount of alcohol in the breath, blood or urine of the person driving is above the legal limit for driving; or
  - c. as a result of the accident you or any insured person is convicted of, or has a prosecution pending for, an offence involving alcohol or drugs.

If an accident happens under any of the above circumstances, then:

- i the cover provided in section 1 and 3 of the policy for loss of or damage to the vehicle will not apply;
- ii you or any person driving must repay all the amounts we have paid to cover any claims arising from the accident; and
- iii we may cancel your policy.

### **Fraud and Misrepresentation**

12. You and anyone else acting for you or insured under this policy may lose all rights or partial rights under the policy if you or they:
  - a. provide fraudulent or misrepresentative information for example, an incorrect address, claims experience, date of birth, licence, occupation when applying for, renewing or amending a policy;
  - b. makes or attempts to make a fraudulent claim or exaggerate a claim
  - c. provide information to support a claim that is not true and complete
  - d. provide false or stolen documents
  - e. deliberately fail to tell us of some or all facts relating to a policy or claim; or
  - f. make a claim for loss or damage caused by your or their deliberate act or with your knowledge or involvement.

We may also attempt to obtain a prosecution against you or any person acting for you or insured under this policy. If you provide fraudulent or misleading information, misrepresent or exaggerate a claim or provide false or stolen documents, we may also tell An Garda Síochána, other law-enforcement agencies, other companies in the Liberty Mutual Insurance Group, other insurers and their agents, credit-reference agencies, fraud-prevention agencies, government agencies, regulatory authorities and other organisations concerned with fraud.

### **Choice of law**

13. You and we may choose which law applies to this contract. Unless we agree with you otherwise, this insurance is governed by Irish law.

### **Rights of Recovery**

14. If the law requires us to pay a claim which would not otherwise have been covered by your policy, we reserve the right to recover that amount from you or the person on whose behalf we made the payment.

### **Vehicle laid up**

15. If the vehicle is laid up (off the road and out of use), we may suspend the insurance under section 2 of this policy as long as you have returned the certificate of insurance and insurance disc.

We will refund up to 70% of your premium for the period when insurance under section 2 is suspended, as long as:

- a. no claim or loss has arisen during the current period of insurance; and
- b. cover is suspended for at least four weeks in a row.

We do not refund any premium which is less than €10 after we charge the administration fee.

During any period where we have suspended the insurance, we will still insure the vehicle against loss or damage in line with the insurance cover provided under section 1.

### **Suspending cover**

16. We may suspend all cover provided by this policy as long as you have returned the certificate of insurance and insurance disc.

We will refund your premium for the period when the insurance is suspended, as long as:

- a. no claim or loss has arisen during the current period of insurance; and
- b. cover is suspended for at least four weeks in a row.

We do not refund any premium which is less than €10 after we charge the administration fee.

The 'vehicle laid up' and 'suspending cover' options can only apply within the current period of insurance.

At the renewal date, the policy will automatically come into force again. We will continue to collect direct-debit instalments during the period the vehicle is laid up or cover is suspended, and will refund these at the end of the suspension.

**Currency**

17. All money paid under this policy will be paid in euros.

**Language and communication method**

18. Your policy and all communications between you and us will be in English

19. Except where we are required to send you a letter in the post for legal or regulatory purposes, we will issue all communications relating to your policy via email. If you would prefer to receive information in paper and by post, please contact our Customer Services team.

**National Fleet Database and Motor Third Party Liability Database**

20. You are legally obliged to ensure that the National Fleet Database is updated immediately of any changes, additions or deletions of vehicles.

# General exceptions which apply to the whole policy

## ***These general exceptions apply to all sections of this policy.***

We will not provide cover for any of the following.

1. Any accident, injury, loss, damage or liability if the vehicle is being driven or used for a purpose not described in the certificate of insurance.
2. We will not provide cover if the insured person is entitled to claim or is covered under any other policy.
3. We will not cover the driver unless;
  - a. they hold a valid licence or valid learner permit to drive the vehicle and are not currently banned from driving; and
  - b. they meet the conditions and any limits of the driving licence.
4. Any liability an insured person has under an agreement which they would not have had if the agreement did not exist.
5. Loss, damage or liability:
  - a. directly caused by pressure waves from aircraft and other flying objects travelling at or above the speed of sound;
  - b. caused by an earthquake or underground fire;
  - c. caused by pollution or contamination, unless it is caused by a sudden, identifiable, unexpected and accidental incident which happens during the period of insurance;
  - d. if you have an accident while the vehicle, including its load, is being driven when it is not fit and safe to do so;
  - e. if the vehicle is overloaded with passengers or goods; or
  - f. caused by using the vehicle in or on any area where aircraft normally land, take off, move or park including any associated service refuelling areas ground equipment parking areas aprons maintenance areas and hangars.
  - g. resulting from using the vehicle at any event during which the vehicle may be driven on a motor racing track, derestricted toll road (with no speed limit) or at any off-road event
  - h. arising out of the deliberate use of the vehicle to;
    - cause damage to other vehicles or property, and/or
    - cause injury to any person and/or put any person in fear of injury.
6. We will not cover any loss, damage or legal liability directly or indirectly caused by:
  - a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
  - b. the radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or any part of it; or
  - c. carrying hazardous goods, unless we have agreed to cover this use in writing and any such agreement will be conditional on our liability not exceeding €1,270,000.

7. We will not cover any loss, damage or legal liability caused directly or indirectly by war, riot, revolution, any act of terrorism or any similar event other than where we must provide cover under the relevant road traffic legislation. Terrorism is defined as any act, or the use or threat of force, including but not limited to:
- a. threat of or actual endangerment of the life of a person(s);
  - b. threat of or actual serious violence against any person(s);
  - c. threat of or actual damage to any form of property
  - d. creating a serious risk to the health and safety of the public;
- which is committed by any person(s) for political, religious or ideological purposes to influence any government or to intimidate, bully, pressurise or to put any member of the public in fear.

# Section I Loss of or damage to the vehicle

We will pay for loss of or damage to the vehicle or vehicles or its accessories and spare parts while they are in or on the vehicle.

We will choose whether to repair or replace the vehicle or any part of it or its accessories and spare parts, or pay cash to cover the amount of the loss or damage.

The most we will pay will be the market value of the vehicle immediately before the loss or damage happened, but not more than the value as shown in the schedule.

If replacement parts are not available or are out of stock from the manufacturer's European representative or agents, you will have to pay the extra cost of transporting them from elsewhere.

If the vehicle is three years old or more, or if it has been imported, we may decide to repair it with parts which have not been made by the vehicle's manufacturer; but are of a similar standard.

You must let us know immediately about any incident involving loss or damage to the vehicle. You must not pay or agree to pay any expenses to repair any damage without getting our authority beforehand. (See general condition 7.)

If the 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 damage. We will then have no further liability for the loss or damage.

## Radio audio and navigation equipment

For loss of or damage to radio-receiving or transmitting equipment, audio equipment or electronic navigation equipment permanently fixed to the vehicle, the most we will pay is:

- a. 5% of the value of the vehicle before the accident happened; or
- b. €635; whichever is lower.

The policy does not cover loss of or damage to mobile phones and their accessories or spare parts.

## Total loss claims

A total loss is where the vehicle is no longer economical to repair, cannot be repaired or has been stolen and not found. If the vehicle is a total loss we will pay the market value of the vehicle immediately before the loss or damage happened. The market value of the vehicle will be based on our engineer's assessment with reference to industry guides. The most we will pay will be the value of the vehicle shown in the schedule.

## New car replacement

If within 12 months of having bought the vehicle as new, it is damaged and the cost of repairs will be more than 60% of the manufacturer's list price, including taxes, or it is stolen and not recovered, we will replace it with a new vehicle of the same make and model. However, we will not pay for a replacement vehicle if the replacement cost is more than the value shown in the schedule.

We will only do this if a replacement vehicle is available in the Republic of Ireland and if you or the legal owner agree. If a replacement vehicle is not available, we will pay the market value of the vehicle immediately before the loss happened, as long as it is not more than the value in the schedule.

### **Accident Recovery**

We will also pay the reasonable cost of protecting the vehicle and moving it to the nearest repairer if, as a result of any loss or damage insured under this section, the vehicle cannot be driven. We will pay the reasonable cost of delivering it to you after the repair. However, we will not pay more than the reasonable cost of transporting it to your address, as shown in the schedule.

### **Loss of keys**

If the vehicle keys or lock transmitter of the vehicle are lost or stolen, we will pay the cost of replacing:

- a. the door and boot locks;
- b. the ignition and steering lock; and
- c. the lock transmitter;

as long as we are satisfied that the person who may have your keys or transmitter knows where the vehicle is. The most we will pay is €850.

### **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 vehicle if the fire gives rise to a valid claim under the policy, or for removing the driver or passengers from the vehicle using cutting equipment. The most we will pay is €2,200.

### **Personal Accident – comprehensive cover only**

We will pay you (the policyholder) or your legal representative €6,500 if you are accidentally injured while travelling in or getting into or out of the vehicle and within the following three months this injury alone results in:

- a. death;
- b. permanent loss of sight in one or both eyes; or
- c. loss of one or more limbs.

The most we will pay in any one period of insurance is €6,500. We will not pay this benefit for:

- a. any injury or death resulting from suicide or attempted suicide; or
- b. anyone who is convicted for driving while under the influence of drink or drugs at the time of the accident

### **Medical Expenses – comprehensive cover only**

We will pay for medical expenses up to €135 for each person injured if the vehicle is involved in an accident as long as there is no cover in force under another motor insurance policy.

## **Courtesy Car – comprehensive cover only**

If the vehicle is repairable under this section of your policy, and if one is available, we may provide you with a courtesy car while the vehicle is being repaired by one of our recommended repairers. If the vehicle is not driveable but is repairable, we will aim to provide you with a courtesy car within three working days of accepting that you have a valid claim under this section of the policy.

Where repairs to the vehicle are delayed due to parts being required from an overseas distributor, we will provide courtesy car cover up to a maximum cost of €320 only.

It is your responsibility to make sure you meet the car hire conditions. These may include, but are not limited to, having a full driving licence without endorsements, paying a deposit by credit-card and returning the car to the pick-up point.

Once you tell us the registration number, the courtesy car will be automatically insured under this policy, if it is supplied by one of our recommended repairers. If the courtesy car is lost or damaged, we will decide how and where the courtesy car is repaired or replaced.

We will not pay for:

- a. a courtesy car if you do not agree to have the vehicle repaired at our recommended repairer;
- b. using a courtesy car outside the territorial limits;
- c. the cost of fuel;
- d. collection and delivery charges;
- e. any costs where the courtesy car is not returned on time after repairs have been carried out to the vehicle;
- f. any extra costs for using a car that is better than our standard courtesy car (our standard courtesy car is usually a class-A vehicle); or
- g. any costs where the courtesy car is not returned on time after we ask you to return it as we have decided the vehicle is a total loss

## **Exceptions to section I**

We will not pay for:

1. loss of value, depreciation, wear and tear; mechanical, electrical, electronic, computer or computer software failure or breakdown;
2. damage to tyres caused by using the brakes or by road punctures, cuts or bursts;
3. loss of use or other indirect loss such as loss of earnings or travel costs;
4. damage to the vehicle or its accessories and spare parts caused by the contents or goods carried in or on it;
5. loss of or damage to the contents being carried in or on the vehicle;
6. loss of or damage to personal belongings;
7. loss or damage as a result of deception or fraud;
8. loss or damage as a result of theft or attempted theft if the vehicle is left unlocked or if the keys to the ignition (or device for the keyless entry system) is left in or on the vehicle while you are away from it;
9. loss or damage to the vehicle if it is taken or driven without your permission by a member of your family, anyone who normally lives with you or an invited guest of the home, unless they are prosecuted for taking the vehicle without your permission and you must assist fully with the prosecuting authorities;



10. any part of a repair or replacement which improves the vehicle beyond its condition before the loss or damage took place;
11. loss or damage as a result of the vehicle being filled with the wrong or contaminated fuel or other substance;
12. loss or damage by any driver who has been disqualified from driving or has failed to give details of penalty points or motoring convictions (if any);
13. loss or damage due to any government, public or local authority legally taking, keeping or destroying the vehicle;
14. loss or damage to the vehicle if it does not hold a valid NCT or CRW (Certificate of Roadworthiness) at the time of the loss;
15. loss or damage by any learner permit driver who is not accompanied by a full driving licence holder in accordance with the Road Traffic Acts and any other regulations which apply to such learner permit holders while driving;
16. a courtesy vehicle where the only repairs required are to damaged or broken glass in the windscreen or windows of the vehicle;
17. the first amounts, as shown in the schedule, of each claim (the excess);
18. loss or damage to the vehicle due to the solidification of the contents carried;
19. VAT (Value Added Tax) if you are VAT registered;
20. the cost of parts or the cost of importing parts or accessories for the vehicle from outside the European Union. For all non-European or imported vehicles we will only pay the cost of parts available for a similar standard European model readily available in the Republic of Ireland market.

## Section 2 Liability to other people

### Definition of 'insured person'

For the purpose of insurance under this section, an 'insured person' includes any one of the following:

1. You, the policyholder.
2. Any person driving the vehicle who is entitled to do so under your current certificate of insurance (other than any person in the motor trade driving the vehicle for the purpose of repairing or maintaining it).
3. Your employer or business partner as long as the business use is allowed under the terms of the certificate of insurance. This applies as long as the vehicle does not belong to that person and is not hired or leased by or to them.
4. Any person using (but not driving) the vehicle with your permission for social, domestic and pleasure purposes.
5. Any person travelling in, or getting into or out of the vehicle.
6. The personal representative of any of the people named above (following the person's death) but only for the liability of the person who has died.

We will insure the insured person against legal liability for damages (including the related costs and expenses) for death or bodily injury to any person and damage to property arising as a result of an accident by or in connection with the vehicle. (This includes loading and unloading the vehicle.)

We will not pay more than €30,000,000 for private motor vehicles, or €1,270,000 for any other vehicle, for damage to property arising from any one claim or a number of claims arising out of one cause, unless we have agreed otherwise in writing.

### Legal costs

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

- a. Fees for a solicitor we appoint to represent you at a coroner's inquest or fatal accident enquiry
- b. Fees for legal representatives that we ask to defend you against a charge of manslaughter or causing death by careless or dangerous driving if we decide there is a reasonable chance of success.

### Moving other people's vehicles

We will also cover the insured person while they are moving any vehicle which is:

- a. blocking access to the policyholder's premises; or
- b. blocking free movement of any vehicle owned, hired or lent to the policyholder.

The person driving must hold a licence to drive the vehicle or, having held a licence, not be disqualified from holding a licence.

### Emergency treatment

We will pay for emergency treatment fees as set out in the Road Traffic Act, following an accident involving any vehicle which we provide cover for:

## **Foreign use**

As well as providing cover in the territorial limits, we will also provide the minimum cover you need by law to use the vehicle in:

- a. any country which is a member of the European Union; and
- b. any other country which has made arrangements to meet the requirements of the Commission of European Union.

If you want to extend this cover to your full policy cover; or if you want to travel to any other country, you must:

- a. ask us to provide cover before the date you leave;
- b. tell us the date you will be leaving, and the date you will be returning;
- c. tell us which countries you are visiting; and
- d. pay any extra premium necessary.

## **Indemnity to principals**

We will extend the cover provided by this section to any public or local authority or other principal, where the vehicle is being used in connection with contract work on behalf of a principal, for the negligence of the insured or any other insured person. We will only do this if:

- a. they are not covered under any other policy; and
- b. they keep to the terms, conditions and endorsements of this policy as far as they can apply.

## **Third party contingency cover**

We will extend the cover provided by this section to indemnify the insured from liability which arises out of an accident caused by, or in connection with, any motor vehicle whilst being used in connection with your business or trade. Provided that:

- a. such vehicle is not your property or held by you under a hire purchase agreement or hired by or leased to you;
- b. you have taken all reasonable steps to ensure that there is in force in respect of such vehicle an insurance; and
- c. if any claim covered in this sub-section is also covered by any other insurance then we shall not be liable to make any contribution to such claim.

## **Unlicensed drivers**

We will extend the cover provided by this section to indemnify the insured from liability arising out of the driving of the vehicle by an unlicensed driver when a licence is not required by law, provided always that:

- a. the terms of the certificate shall otherwise apply;
- b. in respect of a vehicle other than any agricultural tractor or self propelled agricultural or forestry machine the person driving is of an age to hold a licence to drive the vehicle on the road; and
- c. the person claiming indemnity and any person on whose behalf indemnity is claimed shall have complied with the term and conditions of this policy.

## **Towing disabled vehicles**

We will extend the cover provided by this section to indemnify the insured from liability arising from a vehicle being used for the purpose of towing one disabled mechanically propelled vehicle provided that:

- a. the vehicle is not towed for hire or reward; and
- b. we shall not be liable for damage to the disabled mechanically propelled vehicle being towed nor for any load carried in or on it.

## **Exceptions to section 2**

1. We will not cover loss of or damage to:
  - a. property owned by or in the charge of you or any insured person;
  - b. any vehicle or trailer which we provide cover for under this section or
  - c. any property carried in or on the vehicle or trailer; or any motor vehicle which cannot be driven and is attached to a vehicle covered by this policy or any property carried in or on that motor vehicle.
2. We will not provide cover if the insured person is entitled to claim a payment or has cover under any other policy.
3. We will not cover any loss, damage or liability arising while the vehicle or trailer or attachment of the vehicle:
  - a. is being used as a tool of the trade; or
  - b. is not on a public road and is in the process of being loaded or unloaded by any person other than the driver or attendant of the vehicle.
  - c. is being used for the preparation and sale of food or beverages from, in or on the vehicle, trailer or attachment, unless we have agreed otherwise in writing
4. We will not cover loss or damage to any weighbridge, viaduct, road or other surface over which the vehicle is driven, or anything under the surface, caused by the weight or vibration of the vehicle or its load.
5. We will not cover any loss damage or liability arising from the wrongful delivery of any load or part thereof or any defect in the load or part thereof
6. We will not cover death or injury to any employee of the person who is insured, which arises out of the course of their employment, except where it must be covered under the Road Traffic Act.
7. This policy does not cover any liability for fines, penalties, punitive or exemplary damages
8. We will not pay for the first amount, as shown in the schedule, of each claim (the 'each and every excess').

# Section 3 Trailers

## Loss of or damage to the trailer

We will pay for loss of or damage to any trailer described in the trailer schedule. We provide cover to the level shown in the trailer schedule.

The most we will pay for the loss or damage will be the market value of the trailer immediately before the loss or damage happened. However, we will not pay more than the value of the trailer as shown in the trailer schedule.

We will not pay for loss or damage to:

- a. any trailer being towed other than in accordance with the Road Traffic Act(s) or other relevant legislation;
- b. any detached trailer, unless:
  - it is on premises you own or occupy, or secured in a locked garage or compound; or
  - it is kept close to the vehicle;
- c. any property being carried in or on the trailer; or
- d. any trailer that is not specified, unless your trailer schedule shows that unspecified trailers are insured and they are in your possession and control.
- e. any trailer resulting from its sinking, slipping, toppling or overturning at any site where the vehicle or trailer is located for the purpose of work, where such trailer has a hydraulic tipper mechanism
- f. the first amounts of each claim, as shown in the schedule for the vehicle to which the trailer is attached to or detached from.

## Specified Trailers

We will extend the cover provided by Section 2 to indemnify the insured from liability arising out of the use of any trailer; the details of which have been notified to us, while it is attached to the vehicle or while detached under the following circumstances:

- a. the trailer remains at all times in your care custody and control.
- b. out of use but remaining on your premises.

## Unspecified Trailers

We will extend the cover provided by Section 2 to indemnify you from liability arising out of the use of any trailer attached to the vehicle or while detached under the following circumstances:

- a. the trailer remains at all times in your care custody and control.
- b. out of use but remaining on your premises.

## Exceptions to Unspecified Trailers

- a. No cover other than that afforded to the vehicle shall apply to any trailer attached to the vehicle.
- b. No cover shall apply where such trailer is attached to any vehicle which is not covered under this policy.
- c. No cover applies whilst the trailer is detached unless temporarily detached from the vehicle during the course of a journey.

## Detached Trailers

The indemnity provided under Section 2 shall apply to any Trailer which is the property of, or hired under a hire purchase agreement to or leased under a vehicle leasing agreement to you whilst detached from the vehicle in so far as it is necessary to meet the requirements of the Road Traffic Acts.

# Section 4 Windscreen

## **Windscreen cover**

This section only applies if it is shown in the Insurance Schedule and Section I of the Policy Document applies to the damaged vehicle.

We will pay the cost of repairing or replacing damaged or broken glass in the windscreen or windows of a private car or goods carrying commercial vehicle where cover is provided under the policy, as long as there has not been any other loss or damage.

If you need your windscreen repaired or replaced, you should call our approved windscreen specialists on the number shown below. We will only carry out a repair if it is safe to do so. The decision on the safest option will be made by the glass technician.

If there are any delays in obtaining replacement glass from the distributor, our approved windscreen specialists will carry out a temporary repair or replacement to safely protect the vehicle while we await the replacement glass.

We will need to confirm all claims before any repair or replacement work is carried out.

If you are registered for Value Added Tax (VAT) then you are liable for the VAT element of the repair/replacement cost of the windscreen.

## **Windscreen and Windows Claims Line:**

Republic of Ireland Telephone: (0)1 460 6905

Outside Republic of Ireland Telephone: +353 (0) 1 882 5799

## **Exceptions to windscreen cover**

We will not pay for:

1. Any amount over €150 for replacement or €50 for repair work if the work is not carried out by our approved windscreen specialists.
2. Any more than two claims per vehicle under this section during the period of insurance.
3. Damaged or broken glass in canopies, panoramic roofs, panoramic windscreens or any bespoke glass fittings.
4. Damage caused by wear and tear or negligence.
5. Damage to broken glass in any vehicle covered under the policy where the vehicle is not a private car or goods carrying commercial vehicle.
6. The cost of parts or the cost of importing parts or accessories for the vehicle from outside the European Union. For all non-European or imported vehicles, we will only pay the cost of parts available for a similar standard European model readily available in the Republic of Ireland market.

## **Customer care**

We are committed to providing all our customers with a high standard of service at all times. We realise that things can go wrong and there may be times when you feel our service has let you down. As a valued customer, you have the right to complain.

1. Please contact our staff first to see if we can resolve any concerns you may have.  
Phone 053 9180300.
2. If you are not happy with our response, you can send your concerns in writing to our Customer Service Team at:  
Ornella Underwriting Limited, The Bushels Cornmarket, Wexford.  
E-mail: [customerservices@ornellaunderwriting.ie](mailto:customerservices@ornellaunderwriting.ie)
3. We will phone you to let you know we have received your complaint.
4. Our staff will try to resolve your complaint immediately. If this is not possible, we promise to acknowledge your complaint within 5 business days of receiving it. In the unlikely event that we have not resolved your complaint within 20 business days of receiving it, we will write and let you know why and what further action we will take.
5. If you are not satisfied with our decision, or if we haven't given you a decision after 40 business days, you have the right to refer your complaint to the Insurance Ombudsman at:

The Financial Services Ombudsman's Bureau 3rd Floor  
Lincoln House Lincoln Place Dublin 2, D02 VH29.

Phone: Tel: (01) 567 7000

Email: [info@fspo.ie](mailto:info@fspo.ie) Website: [www.fspo.ie](http://www.fspo.ie)

Alternatively, any dispute between you and us about our liability for a claim or the amount to be paid, where the amount of the claim is €5,000 or more, must be referred within 12 months of the dispute arising, to an arbitrator appointed jointly by you and us. If we cannot agree on an arbitrator, the President of the Law Society of Ireland will appoint an arbitrator. If you do not refer such a dispute to arbitration within 12 calendar months of the dispute arising, the claim shall be deemed to have been abandoned.

We value feedback and welcome it as an opportunity to improve our service.

## **Insurance Act 1936**

All money which becomes due under this policy will be paid in the Republic of Ireland in line with section 93 of the Insurance Act 1936.

## **Stamp Duties Consolidation Act 1999**

Stamp duty has been or will be paid to the Revenue Commissioners in line with section 5 of the Stamp Duties Consolidation Act 1999.

## **Privacy**

Liberty Seguros, Compañía de Seguros y Reaseguros, S.A., (trading in Ireland as Liberty Insurance), is the data controller of your personal data, which will be processed in order to provide our insurance services to you, as well as to comply with our legal obligations. In addition, where you have told us that you are happy to receive marketing information from us (or that you don't object to it), we will process your personal data in order to send you marketing communications about Liberty Seguros' products. You may exercise your rights to access, rectify, erase, restrict, object to the processing of your data or revoke your consent, among other data protection rights, by sending an email to [DataProtectionOfficer@libertyinsurance.ie](mailto:DataProtectionOfficer@libertyinsurance.ie). You can find more information on the processing of your personal data, as well as regarding data recipients in our Customer Data Privacy Notice, which you may either request by email to [DataProtectionOfficer@libertyinsurance.ie](mailto:DataProtectionOfficer@libertyinsurance.ie) or find in our website.



## **In the event of an accident**

- Contact our Claims Team on 053 91 80333
- Obtain contact details and insurance particulars for other parties involved and the names and addresses of any witnesses to the incident
- To protect your legal rights, liability should never be admitted at any stage.
- Report all incidents to the Gardai immediately

## **Our commitment to you**

- We understand that this can be a distressing time for you.
- Our priority, following your loss, is to ensure your claim's experience is fair, efficient, prompt and transparent.
- You will immediately appoint a dedicated person to manage all aspects of your claims at no cost to you.

## **Important Claims Contact details**

### **Ornella Accident Line**

Republic of Ireland Telephone: 053 91 80333

Outside Republic of Ireland Telephone: +353 (0) 53 91 80333

### **Windscreen and Windows Claims Line:**

Republic of Ireland Telephone: (0)1 460 6905

Outside Republic of Ireland Telephone: +353 (0) 1 882 5799

*Please check your schedule to see if you have this cover*

**This insurance is underwritten by:**

Liberty Insurance, Registered office: Dublin Road, Cavan, Ireland  
Registered in Ireland Number 904632

Liberty Seguros, Compania de Seguros Y Reaseguros, SA, trading as  
Liberty Insurance is authorised by General Directorate of Insurance and  
Pensions Funds in Spain and is regulated by the Central Bank of Ireland

**Policies are arranged and administered by:**

Ornella Underwriting Ltd t/a Ornella Underwriting Limited. Ornella, Bump Insurance,  
Patrona and Patrona Underwriting is regulated by the Central Bank of Ireland

A large, stylized graphic of a tree or bush with many leaves, rendered in a lighter shade of green than the background, occupying the right side of the page.

**Issue 2022 06**

**Ornella Underwriting Ltd.**

The Bushels, Cornmarket, Wexford.

**t** 053 91 80323 **f** 053 91 80399

**e** [info@ornellaunderwriting.ie](mailto:info@ornellaunderwriting.ie) **w** [www.ornellaunderwriting.ie](http://www.ornellaunderwriting.ie)

OJ/fleet PB. (06/22)