

ARRANGED BY  
**PATRONA**  
UNDERWRITING

You can trust in our service

Only available through  
your Insurance Intermediary

# TRANSPORT INSURANCE

Policy Document

UNDERWRITTEN BY

**Arch Insurance (EU) DAC**

Issue 2020 | 1

THIS INSURANCE POLICY IS UNDERWRITTEN BY:



Arch Insurance (EU) DAC  
Registered Office: Block 3, The Oval  
160 Shelbourne Road  
Ballsbridge  
Dublin 4  
Ireland  
Registered in Ireland Number 505420

Arch Insurance (EU) DAC is regulated by the Central Bank of Ireland

THIS INSURANCE POLICY IS ARRANGED AND ADMINISTERED BY

**PATRONA**  
UNDERWRITING

The Bushels  
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[www.patrona.ie](http://www.patrona.ie)

Patrona Underwriting Limited is regulated by the Central Bank of Ireland

# Patrona Underwriting Limited

## Transport Policy document

### Welcome to Patrona

Thank You for choosing to insure with Patrona Underwriting Limited, on behalf of the Underwriters. This document, together with Your Policy Schedule and Certificate of Motor Insurance, is a legally binding contract between You and Us.

Our Transport Policies let You choose the level of cover that suits You best. Your Schedule shows what parts of the Policy apply to You. Please keep the Schedule and this booklet in a safe place.

The contract is based on information and documents that You have provided to Us. This information is either in a Proposal Form signed by You, or in a document that confirms statements You have made, called a Statement of Fact. You must be sure the information You have given to Us is true and complete.

This contract is subject to Irish law, unless We, the Underwriter, and You, the Policy Holder, both agree otherwise. We pay the stamp duty required under the Stamp Duties Consolidation Act, 1999. Because You have paid the premium, We have agreed to insure You for the period shown in Your Schedule, subject to the terms, conditions and exclusions in this booklet. These include any Endorsements (changes or additions) that We may make to Your Policy, the Certificate of Motor Insurance, or the Schedule. This insurance applies within the Territorial Limits described in Section B – Definitions unless We and You agree otherwise.

### If You ever need to make a claim please call Us on:

**Republic of Ireland: 053 91 80333**  
**Outside of Republic of Ireland: +353 53 91 80333**



Tony Wright  
CEO, Patrona Underwriting Limited

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# A: Important Information

## 1. Disclosure of Information

The contract of motor insurance is made up of the following which should be read together:

- this booklet and Your Schedule, which form one document,
- the Certificate of Motor Insurance, and
- the information You gave to Us in the Proposal Form that You signed, or in the Statement of Fact document.

It is vital that You provide all relevant information when You take out this Policy or when You renew it. If You do not disclose all relevant information, Your Policy could be declared void and You would not be insured. If this happens, You will have to pay back any claims We have paid or may have to pay by law. In addition, We may refuse to deal with any future or ongoing claims from You. Having a Policy declared void may make it more difficult or more expensive for You to buy insurance in the future. If You are not sure whether information is relevant, You should tell Us.

## 2. Data Protection Notice

This Data Protection Notice contains the information you need to understand about how your personal data is used by the Insurer and Intermediaries. If you would like more details, please see [www.archcapgroup.com](http://www.archcapgroup.com), or [www.patrona.ie](http://www.patrona.ie), or contact us using the details in Section 11 below (Further Information).

In this Data Protection Notice:

**Insurer** refers to Arch Insurance (EU) DAC

**Intermediary** refers to Patrona Underwriting Limited, who arrange and administer insurance and handle claims, together; referred to as "we", "us" and "our."

**You / your** means the policyholder and any other person getting a benefit from this insurance policy, such as an additional driver.

**Your data** means your personal data. Personal data means any data relating to an identified or identifiable living individual.

In order to manage our business and provide our services to customers, we collect a certain amount of personal data. This Data Protection Notice sets out the basis on which we gather, use, process and disclose any of your data that we collect. We will use your data only for the purposes and in the manner set out below which describes the steps we take to ensure our processing of your data is in compliance with the General Data Protection Regulation ((EU) 2016/679) and any implementing legislation.

**Please read the following carefully to understand our use of your data.**

**Your Right to Object – Please note that you have a right to object to the processing of your data where that processing is carried out for our legitimate interests.**

### **I. What Personal Data may we collect about you?**

The types of data that are processed may include:

<b>Category</b>	<b>Types of Data Collected</b>
Individual details	Name, address, gender, marital status, date of birth, marketing preferences, bank account details or payment card details, vehicle details, criminal convictions, penalty points, employer, job title and family details, including their relationship to you.
Identification details	Identification numbers issued by government bodies or agencies, including your driving licence number.
Credit and anti-fraud data	Credit and anti-fraud data such as credit history, credit score, sanctions and criminal offences, and information from various anti-fraud databases related to you.
Special categories of personal data and data related to criminal convictions and offences	Certain categories of personal data which have additional protection under EU data protection law. These categories are health (for example injuries and relevant pre-existing medical conditions) and relevant criminal convictions.
Claims information	Information about previous and current claims, (including other unrelated insurances).
Risk details	Information about you and your vehicle which we need to collect in order to assess the risk to be insured and provide a quote. This may include data relating to your health, relevant criminal convictions, or other special categories of personal data.

### **2. The Purposes of, and Legal Basis for, Processing Your Data**

We hold, process and disclose your personal data in order to provide you with insurance cover in accordance with our contract and to take steps at your request prior to entering into a contract. This includes using your personal data for:

- Quotation and Inception;
- Policy Administration;
- Claims Processing; and
- Renewals

We may use your data where:

- a) it is necessary to comply with our legal and regulatory obligations (for example, complying with reporting obligations to the Central Bank of Ireland or other applicable regulatory authorities);
- b) it is necessary to support our legitimate interests in managing our business, including in connection with (i) the administration of the policy, (ii) improving our insurance products

and services, (iii) prevention and detection of crime, (iv) statistical analysis, (v) transferring business, company sales and reorganisations; and (vi) obtaining reinsurance (including when reinsurers are deciding whether to provide us with reinsurance cover; assessing and dealing with reinsurance claims and meeting their legal obligations); provided in each case that such interests are not overridden by Your interests and rights; or

- c) You have consented to processing Your data in such a way. You may withdraw Your consent to such processing at any time.

Where you provide us with the personal data of third parties (e.g., a named driver), you should take steps to inform the third party that you need to disclose their details to us, identifying the Insurer and Intermediary. We will process their personal data in accordance with this Data Protection Notice

### **3. Criminal Convictions**

We may hold, use, disclose and process personal data relating to relevant criminal conviction and offences for the following purposes (i) in order to underwrite risk appropriately, calculate a quote or policy renewal and risk assess any person who will be driving the insured vehicle (e.g., a risk assessment), (ii) for fraud detection or prevention or (iii) where required for claims handling. We will only carry out such processing where it is authorized by European Union (EU) or Member State law.

### **4. Special Categories of Personal Data**

Special categories of personal data include data about health. We hold, use, disclose and process special categories of personal data where:

- you have given us your explicit consent;
- the processing is necessary to protect your, or another person's vital interest;
- your personal data has been made widely publicly available by you;
- the processing is necessary for the establishment, exercise or defence of legal claims; or
- necessary for reasons of substantial public interest on the basis of law.

### **5. Who We Share Your Information with**

In order to provide insurance services and to comply with our legal obligations, it may be necessary for us to disclose your data to third parties, including without limitation to the following:

- other parts of our businesses, our agents and third parties who provide services to us, your Intermediary and other insurers, either directly or via those acting for the Insurer;
- regulatory and law enforcement bodies, including an An Garda Síochána, where we are required to do;
- legal, financial, medical and other professional advisors; and
- the Insurers' reinsurers and reinsurance brokers. Reinsurers will use your data to decide whether to provide reinsurance cover; assess and deal with reinsurance claims and to meet legal obligations. Reinsurers will keep your data for the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and third party service providers, law enforcement and regulatory bodies.

Please see [www.archcapgroup.com](http://www.archcapgroup.com) for more detailed information on processing by the Insurers' reinsurers and other parts of the Insurers' groups.

## 6. Transfer of Personal Data outside the EEA

Your data may be transferred to and stored at a destination outside of the European Economic Area (EEA) for purposes described above (including in particular Switzerland, Bermuda and the US). Those countries may not provide an adequate level of protection in relation to processing your data.

To ensure that your data does receive an adequate level of protection we have put in place the following safeguards to protect the privacy and integrity of it:

- **Model Clauses:** standard clauses in our contracts with the third parties described above to ensure that any personal data leaving the EEA will be transferred in compliance with EU data-protection law. A copy of our Model Clauses are available on request by using the contact details listed in Section 11 below; and
- **EU/Swiss-U.S. Privacy Shield:** an agreement between the EU and the Governments of Switzerland and the US concerning the treatment of data concerning EU citizens. Some of our third parties may be certified under the EU/Swiss-U.S. Privacy Shield.

## 7. How Long we Keep Your Data

We are required to ensure that your data is accurate and maintained in a secure environment for a period of time no longer than necessary for the purposes for which we are processing it. Information submitted for a quotation where you did not purchase our product may be retained by us for a period of up to 15 months from the date of the last quotation. Where you purchase our insurance product, information will be held for the duration of your insurance cover and a period of at least 7 years after the end of our relationship, which may include the conclusion of claims made under the policy. We keep information after our relationship ends in order to comply with applicable laws and regulations and for use in connection with any legal claims.

## 8. Automated Decision Making

You have a right not to be subjected to decisions based solely on automated processing, including profiling, which produce legal effects concerning you or similarly significantly affects you. However in certain circumstances we are entitled to use automated decision-making and profiling. These cases are restricted to situations where the decision is necessary for entering into a contract, or for administering that contract (including deciding whether to insure you, what terms may apply and what the premium will be), where it is authorised by law or where you have provided your explicit consent, which you may withdraw at any time. Where we base a decision on solely automated decision making you will always be entitled to have a person review the decision so that you can contest it and put your point of view and circumstances forward.

## 9. Your Data Rights

You have several rights in relation to your data. You have a right to:

- access a copy of your data held by us;
- request correction of your data if it is inaccurate or incomplete;
- request deletion of your data in certain circumstances;
- restrict our use of your data in certain circumstances;
- move (or port) your data which you have given us to process on the basis of your consent, contract or for automated processing;



- object to the processing of your data where our legal basis for processing it is our legitimate interests. In such a case we must stop processing your data unless we can demonstrate compelling legitimate interests which override your interests and you have a right to request information on the balancing test we use; and
- not to be subject to a decision based on automated processing, including profiling which has legal or similar significant affects except as set out in Section 8 above.

There are some circumstances where these rights cannot be exercised, such as when the processing of your data is necessary to comply with a legal obligation or for the exercise or defence of legal claims. If you wish to exercise any of these rights please contact us using the details in Section 11 below. We will respond to your request in writing, or orally if requested, as soon as we can and in any event within one month of your request. In exceptional cases, we may extend this period by two months, and if we do this we will tell you why. We may request proof of identification to verify your request.

### **10. Consequences of Failure to Provide Information**

If we cannot collect or process your data, we may not be able to provide you with, or administer, your insurance policy or deal with a claim.

If we ask for information and you do not wish to give it to us, or if you wish to withdraw consent to the use of your personal data, we will explain the consequences based on the specific information concerned including whether it is a legal or contractual requirement that we use such data. Such consequences may include us refusing to provide you with an insurance policy. If you have any queries in respect of the consequences of not providing information or withdrawing your consent, please contact us using the details listed in Section 11 below (Further Information).

### **11. Further Information**

If you require any further information about how we use your data or if you want to exercise any of your rights under this Data Protection Notice, please contact us as listed below:

<b>Insurer</b>	<b>Intermediary</b>
<p><b>Arch Insurance (EU) DAC,</b>            Block 3,            The Oval,            160 Shelbourne Road,            Ballsbridge,            Dublin 4            Tel: +1-914-872-3600            Email: ArchDPO@archcapservices.com</p>	<p><b>Patrona Underwriting Limited</b>            Data Protection Officer            Patrona Underwriting Limited            The Bushels            Cornmarket            Wexford            Tel: +353 53 9180300            E-mail: customerservices@patrona.ie</p>

## **12. Your Right to Complain to the ODPC**

If you are not satisfied with our use of your data or our response to any request by you to exercise any of your rights in Section 9, you have the right to lodge a complaint with the Office of The Data Protection Commissioner. Please see the below contact details:

Data Protection Commissioner  
Canal House  
Station Road  
Portarlington  
County Laois  
R32 AP23

Phone: +353 (0)761 104 800.  
E-Mail: [info@dataprotection.ie](mailto:info@dataprotection.ie)  
Website: [www.dataprotection.ie](http://www.dataprotection.ie)

## **13. Important Information about This Data Protection Notice**

Each Insurer and Intermediary providing this Data Protection Notice to you is a separate legal entity and separate data controller in respect of your data.

### **3. Your right to a cooling-off period**

You may cancel this Policy within 14 days of the start date or renewal date, without penalty and without giving a reason, by returning the Certificate of Motor Insurance and the insurance disc to Us. We will refund Your premium, less a proportionate amount for the days that You were insured by Us.

### **4. Insurance Act 1936 (Section 93)**

In accordance with Section 93 of the Insurance Act 1936, all money that is paid or will be paid under this Policy will be paid in the Republic of Ireland.

### **5. Using Your vehicle abroad**

Except for the Sections shown below, this Policy applies while You use Your Irish-registered vehicle in Europe. Europe includes all EU member states and some others participating in the 'Green Card' system. If You need one, We will issue a Green Card provided You give Us 7 days' notice of Your travel plans.

The following covers do not apply outside the Republic of Ireland unless Your Schedule shows that they do:

Section 2 – Loss of or Damage to Your Vehicle

### **6. Vehicles registered outside the Republic of Ireland**

If We agree to insure a Vehicle that is registered outside the Republic of Ireland, it is on the basis that You will re-register it here. We have to notify the Revenue Commissioners about any vehicle We insure that is not registered in the Republic of Ireland.

We cannot insure Your non-Irish registered Vehicle while You are using it in the country where it is registered.

## 7. Following an accident

By law, You must stop after an accident if there is damage to any vehicle or property, or injury to any person or certain animals including dogs and horses. Also by law, You must give Your name, address and insurance details (Our Company Name and contact number, and Your Policy number) to anyone with good reason to ask for them. Also, all other drivers must give their details to You. You should make sure You get the names, addresses and phone numbers of all drivers, passengers or pedestrians involved, and of any witnesses to the incident.

Never accept the blame or admit responsibility for an accident, or offer to pay for any damage. Please tell Us if any person says they are to blame.

If there is an accident, You must immediately do whatever You can to protect Your Vehicle and its accessories. You (or Your legal representative) must give Us full details by phoning the claims helpline within 24 hours of any event that could lead to a claim under this Policy. Sometimes, We will need further details in writing.

You must send Us every letter, claim, or notification of legal proceedings (such as a writ, civil bill or civil summons), any correspondence, communication or other notice from the Injuriesboard.ie, and every other correspondence, communication or notice that concerns the accident, as soon as You receive them. You should not answer them Yourself

### Accident Contact Numbers

You can contact Us on:

#### Patrona Windscreen Assist

Republic of Ireland Telephone: 1890 809 804  
Outside of Republic of Ireland Telephone: +353 (0)1 882 5799

#### Patrona Accident Line

Republic of Ireland Telephone: 053 91 80333  
Outside Republic of Ireland Telephone: +353 (0)53 91 80333

## 8. About the Insurers

This Policy is arranged by:

### Patrona Underwriting Limited

The Bushels  
Cornmarket  
Wexford  
Telephone: +353 (0)53 9180300  
Email: info@patrona.ie

Patrona Underwriting is regulated by the Central Bank of Ireland.

This Policy is underwritten by the Underwriters shown in Your Schedule.

## 9. Complaints

When things go wrong, You may wish to raise a complaint with Us. Our complaints Policy is set out below.

We will:

- do Our best to deal with Your complaint as effectively and quickly as possible;
- acknowledge Your complaint in writing within 5 days of receiving it;
- provide You with the name of the person or people who will be Your point of contact with Us until Your complaint is either resolved or cannot be progressed further;
- provide You with updates on the progress of the investigation into Your complaint at least every 20 days; and
- attempt to investigate and resolve Your complaint within 40 working days of receiving it.

If Your complaint has not been resolved after 40 working days, You can contact the Financial Services and Pensions Ombudsman (contact details below).

Any telephone calls made in connection with this Policy may be monitored or recorded for verification, training and quality control purposes.

### Making a complaint

<b>Step 1</b>	Please send Your complaint to the intermediary (person, agent, or company) from whom You bought this Insurance Policy.
<b>Step 2</b>	If Your complaint is not resolved to Your satisfaction by the intermediary, You can contact Us at:  Customer Services Team, Patrona Underwriting Limited The Bushels Cornmarket Wexford Ireland  Telephone: +353 (0)53 91 80300 Fax: +353 (0)53 91 80300 Email: customerservices@patrona.ie
<b>Step 3</b>	If You are still not satisfied with how Your complaint has been dealt with, You can contact the Underwriter at the address shown in Your Schedule.

<p><b>Step 4</b></p>	<p>If Your complaint remains unresolved and You are eligible to bring a complaint to the Financial Services and Pensions Ombudsman, please contact them at:</p> <p>Financial Services and Pensions Ombudsman  Lincoln House,  Lincoln Place,  Dublin 2,  D02 VH29.</p> <p>Tel: (01) 567 7000  Email: info@fspo.ie  Website: www.fspo.ie</p> <p>If You are not eligible to bring a complaint to the Financial Services and Pensions Ombudsman, and your complaint concerns the provision of cover or the amount to be paid in respect of a claim, you may be entitled to bring the dispute to Arbitration under C: General Conditions.</p>
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You will not lose Your right to take legal action if You contact any of the above.

## B: Definitions

In this booklet, certain words have a specific meaning. We have defined these below:

### **Approved repairer**

A Tradesperson or Company that We have approved and authorised to repair Your Vehicle, after a claim.

### **Approved Windscreen Supplier**

A Tradesperson or Company that We have approved and authorised to repair or replace the windscreen or other glass in Your Vehicle, after a claim.

### **Bodily injury**

Physical damage to a person's body that was caused by a motor accident or incident.

### **Certificate of Motor Insurance**

The document We sent You when you bought or renewed this Policy, which proves that You have the current motor insurance You need by law.

### **Commercial Vehicle**

Any commercial motor Vehicle (excluding any Special Type vehicles or Forklifts) manufactured for the carriage of goods from 3,501KG Gross Vehicle weight up to 46,000KG Gross Vehicle weight that You have given Us details of and which We describe in the Policy Schedule and under the heading of "Vehicles or classes of vehicles, the Use of which is covered" in the Certificate of Insurance that We have given You and which is still in force.

### **Endorsement**

A change or addition to the terms of the Policy. Endorsements may be included in this document or sent to You separately.

### **European Union (EU)**

Any member state of the European Union and any other Country that is a current member of the Green Card system.

### **Excess**

The first amount You must pay towards the cost of any claim.

### **Fire Brigade charges**

Money You will have to pay a fire authority, after a claim, to:

- control or put out a fire in or on Your Vehicle; and/or
- remove the driver or passengers from Your Vehicle using cutting equipment.

### **Forklift**

Any Forklift or vehicle mounted Forklift constructed to operate primarily as a Tool of Trade and not designed for the sole purpose of the carriage of goods or passengers, that You have given Us details of and We describe in the Policy Schedule and under the heading of "Vehicle or classes of Vehicles, the Use of which is covered" in the Certificate of Insurance that We have given You and which is still in force.

## **Great Britain**

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

## **Hazardous Goods**

Goods that require special labelling by law for carriage under the European Agreement Concerning the International Carriage of Dangerous Goods by Road.

## **Insured**

- You and anyone else You have given Us information about and that We have agreed to insure;
- any person entitled to drive under the terms of Section 6 of Your Certificate of Motor Insurance except a person in the motor trade driving Your Vehicle for the purposes of overhaul, upkeep or repair;
- anyone who is using (but not driving) Your Vehicle for social, domestic, or leisure purposes, with Your permission;
- anyone who is inside, getting into, or getting out of Your Vehicle, with Your permission;
- the owner of Your Vehicle (if You ask Us);
- the employer or business partner of any Insured Person for business use, within the terms of the Certificate of Motor Insurance; and
- any other individual or business that We have agreed to cover.

## **Ireland**

The Republic of Ireland.

## **Market value**

The cost of replacing your insured vehicle/trailer (at the time the loss occurred) with one of the same make, model, mileage, specification and condition as determined by reference to reputable Vehicle/Trailer value publications but not greater than the last value disclosed by You to Us.

## **Passenger**

Any person (other than the person driving) who is inside Your Vehicle, or getting into or out of it.

## **Period of Insurance**

The period of time covered by this Policy that is shown in Your Schedule, and any further period that We agree to insure You for.

## **Private Car**

Any vehicle, up to 3000cc, built mainly for carrying passengers and taxed for private use only, excluding motorcycles, car-vans and other commercial vehicles.

## **Proposal Form/Statement of Fact**

The document completed and signed by You, or produced on Your behalf by an insurance intermediary or someone else. This includes all the information You have given Us and declare at Policy inception and at the time the insurance was arranged. We have relied on the truth of this information when agreeing to offer You this contract of motor insurance.

### **Refrigerated unit**

The purpose built heat exchanger and motor unit as mounted on any commercial vehicle except Private Car or Special Type vehicle provided it is equipped with an insulated body and Used as a refrigerated unit to transport fresh perishable or frozen products.

### **Schedule**

The document that We sent to You when You bought or renewed this Policy, which gives details of the cover You have.

### **Signage**

Any additional commercial logos, advertisements or contact details on Your Vehicle.

### **Special Type Vehicle**

Any vehicle constructed to operate primarily as a Tool of Trade and not designed for the sole purpose of the carriage of goods or passengers, except Forklifts that You have given Us details of and We describe in the Policy Schedule and under the heading of "Vehicle or classes of Vehicles, the Use of which is covered" in the Certificate of Insurance that We have given You and which is still in force.

### **Territorial limits**

This Policy provides the motor insurance cover described in Your Schedule in the Republic of Ireland, England, Scotland and Wales, Northern Ireland, the Isle of Man and the Channel Islands, and during journeys between these places.

#### **Section 1 – Liability to Others (Third Parties)**

In addition to the territories shown above, this Section provides the minimum level of cover that is required while Your Vehicle is being used anywhere within the European Union, and in other countries that are members of the Green Card system.

#### **Section 2 – Loss of or Damage to Your Vehicle**

In addition to the territories shown above, this Section provides cover while Your Vehicle is used anywhere in the European Union, and in other countries that are members of the Green Card system. This cover applies for a maximum aggregate number of days (that is, the total number of days spent in these countries during one or more journeys) in each Period of Insurance, which is shown in Your Schedule.

### **Terrorism**

An act contrary to the Criminal Justice (Terrorist Offences) Act 2005 or any similar legislation in any other country that this Policy covers.

### **Tool of Trade**

Any Vehicle, implement or device used for tipping, digging, scraping, grading, drilling, levelling, lifting, lowering or supporting any object or person.



## **Tracking Device**

A piece of equipment used for remotely establishing the location of Your Vehicle that is:

- operational at the time of the loss or damage;
- connected to a 24-hour monitoring service provider (whose charges are paid up to date at the time of the loss or damage);
- capable of being globally tracked to at least street level; and
- capable of automatically reporting vehicle movement to the monitoring service provider while the ignition is off.

## **Trailer**

Any Trailer which is Your property or for which You are responsible. The Trailer does not include a disabled mechanically propelled vehicle.

## **We, Us, Our**

The insurer for each Section in this Policy, as shown in Your Schedule.

## **You, Your**

The Policy Holder named in Your Schedule.

## **Your Family**

If You are an individual, any of:

- Your spouse,
- A person with whom you are cohabiting meeting the definition of a cohabitant in the Civil Partnership and Certain Right and Obligations of Cohabitants Act 2010,
- Your or Your spouse's brother, sister, aunt, nieces or nephew
- Your or Your spouse's lineal ancestors (for example parents or grandparents), or lineal descendants (for example your children or grandchildren).

## **Your Vehicle**

Your Schedule will show which Declaration basis applies to this policy. Either:

- (i) Immediate Declaration:  
A vehicle You have given Us details of and that We have agreed to insure.  
Or
- (ii) Periodic Declaration:  
A Vehicle You have given Us details of and that We have agreed to insure or any within the categories of vehicles agreed with Us, provided You record any and all vehicle alterations, deletions or additions and declare them to Us at the time of Periodic Declaration specified in the Schedule, please refer to General Conditions, 9. B. Declarations in this document for further limitations applying.

# C: General Conditions

## I. Keeping to these conditions

### **You must keep to these conditions before We will make any payment under this policy.**

- A. The information You gave Us in the Proposal Form or Statement of Fact declaration must be true and complete as far as You know for cover to apply under this Policy. The Proposal Form or Statement of Fact forms the basis of this contract.
- B. You, or any Insured Person who is claiming cover under this Policy, must keep to the terms and conditions of this Policy.
- C. You must inform Us of any relevant information or material facts that could affect either the premium (the cost of insurance) or Our decision to provide insurance since the start date of Your Policy or since Your last renewal date (whichever is the most recent).
- D. Anyone who is covered to drive by the terms of the Certificate of Motor Insurance must hold or have held a licence to drive that vehicle. They must meet the conditions and any limits of that licence, and must not have been disqualified from holding it.

## 2. Claims

### **A. You, or any other person responsible for a claim under this Policy, must:**

- (i) tell Us immediately about any event that could lead to a claim;
- (ii) immediately send Us unanswered any letter; claim, civil bill, writ, summons, and any correspondence from Injuriesboard.ie that You may receive, and a completed accident report form if We ask for one;
- (iii) tell Us immediately if any prosecution or inquest is to be held in connection with the incident;
- (iv) give Us all the information and help We may need in order to deal with a claim including any information that You have that may change, one way or the other, the validity of any claim made;
- (v) NOT accept responsibility for any accident, or agree to pay any claim, without Our clear permission;
- (vi) cooperate with anyone who acts on Our behalf; and
- (vii) do whatever You (or any other person insured under this Policy) can to protect Your Vehicle and its' parts or accessories.

### **B. We may take any of the following actions:**

- (i) take-over, defend, or settle any claims in Your name or that of any other person covered by this Policy;
- (ii) We may take legal action in Your name or the name of any other person covered by this Policy to recover any payments We make but We will only take this action against a member of Your Family if it is lawful for Us to do so;
- (iii) recover all of the cost of a claim from You or the person responsible for it, if We have to pay a claim by law (including Our obligations under the Motor Insurers' Bureau of Ireland agreement) that We would otherwise not have to pay under this Policy.

**C. If at the time of a claim:**

- i. You have another insurance Policy covering the same loss, damage or liability, We will only pay Our share of the claim.
- ii. any other Insured Person also has another Policy covering the same loss, damage or liability, We will NOT pay any part of the claim.

**3. Cancellation**

**A. Cancellation by You**

**(i) Within the cooling-off period**

You may cancel this Policy within 14 days of the start date or renewal date, without penalty and without giving a reason, by returning Your Certificate of Motor Insurance and the insurance disc to Us. We will refund the premium less a proportionate amount for the days You were insured by Us.

**(ii) Outside the cooling-off period**

You may cancel this Policy at any time by returning Your Certificate of Motor Insurance and the insurance disc to Us. If You have not made or incurred any claims during the current Period of Insurance, We will:

- keep any premium You paid in respect of Sections 4 – Windscreen and Windows,
- if your policy is still within its first year work out a premium according to the short period table below, or otherwise a proportionate premium, for the period that You were insured by Us for the remaining Sections;
- deduct an administration fee of €25; and
- deduct a further fee of up to €50 after the deduction of Our administration fee to be retained by Patrona Underwriting Limited; and
- refund You the balance of the premium You have paid, provided the balance is €25 or more.

**Short period rates**

Period for which cover operated in the first year	Percentage of yearly premium that We will keep
Not more than 1 month	30%
Not more than 2 months	40%
Not more than 3 months	50%
Not more than 4 months	60%
Not more than 5 months	70%
Not more than 6 months	80%
Not more than 7 months	90%
8 months or over	100%

## **B. Cancellation by Us**

We may cancel this Policy with 10 days' notice by sending a registered letter to Your last known address. We will:

- work out a proportionate premium for the period that You were insured by Us, and
- refund the balance of the premium You have paid

## **4. Non-refundable Premiums**

If you cancel Your Policy after the cooling-off period, or if a permanent reduction in cover is made, We will not refund a proportion of Your premium in respect of Sections:

- Section 4 – Windscreen and Windows

## **5. Fraud**

We will NOT pay for any loss, damage, or legal liability to others, if You or anyone else covered by this Policy (or anyone acting on Your behalf or any other person covered by this Policy) makes or tries to make a claim that is fraudulent or exaggerated in any way, or makes a false statement, or provides false or stolen documents to support a claim. If a fraudulent (dishonest) claim is made, We may cancel Your Policy, We may not refund any premium You have paid to Us, and We may recover from You any payments that We have made in respect of the fraudulent claim. We may refuse any further claim and recover from You any money we have already paid in respect of such further claims.

## **6. Duty to take care**

Any person claiming cover under this Policy must take all reasonable steps to prevent any incidence of accident, injury, loss or damage. You must keep Your Vehicle in a roadworthy condition and when required by law the Insured Vehicle must have a valid Certificate of Roadworthiness (CRV)/National Car Test (NCT) certificate. While unattended, Your Vehicle must be left locked. The ignition key must never be left with Your Vehicle. You must allow us to examine Your Vehicle.

## **7. Your Interest in Your Vehicle**

You must have an interest in Your Vehicle. You have an interest in it if you would lose financially by having to repair or replace Your Vehicle. You do not have an interest if you would not be at any loss if Your Vehicle is lost or damaged.

## **8. Arbitration**

If You are NOT eligible to bring a dispute to the Financial Services and Pensions Ombudsman, and You are disputing what we cover or how much we should pay for a claim, the dispute must be referred to an arbitrator that You and We jointly agree to appoint. If You and We cannot agree on one, the President of the Law Society of Ireland will decide on the arbitrator. The decision of the appointed arbitrator will be binding on both You and Us. You must refer the dispute to arbitration within 12 months of your first notification of a dispute – if You do not, your claim will be abandoned, and You cannot revive it.

## 9. **Declarations**

Your schedule will show what declaration basis applicable to Your Policy

### **A. Immediate Declaration**

If Your Policy Schedule shows that Your Policy is on an immediate Declaration basis You must provide Us with a list of Your Vehicles, including Trailers, to be covered on the Policy at inception and in advance of each renewal. Only Your Vehicles that are listed will be covered. If You require cover in respect of any vehicle not on the list You must ask Us in advance. We may refuse to cover it. You must ask Us in advance whether You are temporarily or permanently replacing Your Vehicle, or adding or deleting one. You are responsible for updating the National Fleet Database if You acquire or dispose of any Vehicle.

### **B. Periodic Declaration**

You must provide us with a list of Your Vehicles and Trailers on the Policy at inception and in advance of each renewal. In addition, if Your Schedule shows that your policy is on a periodic declaration basis, you must provide us with a list of Vehicles and Trailers that You used in the preceding period at the intervals specified in Your Schedule.

An adjustment premium for the preceding period may be due depending on the number and type of vehicles shown on each list.

Your Vehicles will include any Private Car up to 3000cc, and any Commercial Vehicle of up to 46,000kgs carrying capacity that You own. If You require cover in respect of any Commercial Vehicle of more than 46,000kgs carrying capacity, or any Special Type Vehicle, or Vehicle valued over €130,000 You must ask Us in advance as we may refuse to cover it. You are responsible for updating the National Fleet Database if You acquire or dispose of any vehicle.

## 10. **Transaction premiums and fees**

If a change to Your Policy results in You owing Us an additional premium, We will charge You only if the amount due is €25 or more. If a change to Your Policy results in Us owing You a refund of Your premium (or a proportion of it), We will only make such a refund if the amount due is €25 or more.

Patrona Underwriting Limited may charge and retain a fee of up to €30 for any transaction under this policy, or up to €50 for a cancellation transaction under Condition 3 A (ii) Cancellation.

## D: General Exceptions

### A. **Except where it is necessary to meet the requirements of Road Traffic legislation,**

We will NOT pay for:

1. any accident, injury, loss, or damage arising during or as a result of an earthquake;
2. any accident, injury, loss, or damage arising during or as a result of a riot or civil commotion happening anywhere outside the Republic of Ireland, England, Scotland and Wales, Northern Ireland, the Isle of Man, or the Channel Islands (unless You can prove that the loss, damage, or injury was not caused by that riot or civil commotion);
3. loss or damage directly caused by pressure waves that are a result of an aircraft or other flying objects travelling at or above the speed of sound;
4. loss of or damage to any property, or for any indirect or consequential loss of expense, or for any legal liability directly or indirectly caused by, contributed to, or arising from
  - (i) ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from burning nuclear fuel, or
  - (ii) the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear assembly or part of it;
5. any consequence of war, revolution, or a similar event;
6. any consequence of Terrorism, including any action taken to control or prevent an act of Terrorism;
7. any accident, injury, loss or damage, including consequential loss, or any liability of any nature whilst the insured vehicle is in (or on) that part of an aerodrome, airport, airfield, or military base, which is provided for
  - (i) the take-off or landing of aircraft and for the movement of aircraft on the ground, or
  - (ii) aircraft parking (aprons), including associated service roads, refuelling areas, and ground equipment parking areas;
8. loss or damage to an insured vehicle caused by vermin, such as animals or insects that are destructive in their natural behaviour; or considered pests or nuisances, including (but not limited to) rodents, weasels, squirrels, flies, and cockroaches;
9. any liability, loss, damage, cost or expense directly or indirectly caused by, resulting from (or in connection with) losing, altering, damaging, or reducing the availability of a computer system, hardware programme, software, data-information store, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results from deliberately or negligently transferring (electronically or otherwise) a computer programme that contains any damaging code including computer viruses, worms, logic bombs, or trojan horses.
10. The Insurer shall not be liable for any accident, injury, loss, damage (including consequential loss) caused by pollution or contamination as a result of any load seeping or any load spilling from Your Vehicle in Your care custody or control.
  11. Loss of damage to any property or any indirect loss or expense (consequential loss) also excluding all goods being carried and conveyed.
  12. Carrying any hazardous substances or goods other than as part of a groupage load.

**B. We will NOT pay for:**

1. any accident, injury, loss, damage, or legal liability which happens if any vehicle is being driven or used other than as allowed under the terms of the Certificate of Motor Insurance;
2. any accident, injury, loss, damage or legal liability caused by a person we have not agreed to cover;
3. any liability You have agreed to accept that You would not otherwise have been liable for.

# Section I: Liability to Others

## What is covered under this section

### IA. Driving Your Vehicle

We will pay any money that you are liable to pay or that any person who We have agreed to insure is liable to pay, including legal costs and expenses, in the event of:

- death of Bodily Injury to other people as a result of an accident involving the use of your Vehicle, or
- damage to property belonging to other people as a result of an accident involving the use of Your Vehicle. The maximum amount We will pay in respect of the damage to property, including related legal costs and expenses
  - (i) Private cars: €30,000,000
  - (ii) Commercial Vehicles and Special Types: €6,500,000

### IB. Compulsory insurance in the European Union and other countries

This Policy provides the minimum insurance cover required by law in any country that is a member of the Green Card system. These are countries that are either:

- a member of the European Union (EU), or
- party to an agreement with the EU, to comply with Article 7(2) of the EC Directive on insurance of civil liabilities arising from the use of motor vehicles (number 72/166/EEC).

There is a list of member countries of the Green Card system at the website of the Motor Insurers' Bureau of the United Kingdom ([www.MIB.org.uk](http://www.MIB.org.uk)). The list changes from time to time. Neither Patrona Underwriting Limited nor the Underwriters providing cover under this Policy have any control over the content of this website.

If the minimum insurance cover required by law in another country is lower than the minimum cover required in Ireland, the minimum cover required in Ireland applies.

### IC. Trailer cover

#### Attached

The Policy provides as standard, third party liability cover for trailers attached to the vehicle type specified in the Policy Schedule with a maximum gross Vehicle weight up to the permitted limit on Your driving licence and Used in accordance with the manufacturers (of both Vehicle and Trailer) specifications and Instructions.

#### Detached

Depending on the limits, exceptions and conditions of the Policy and Certificate of Insurance, this Policy covers liability under the Road Traffic Act of any person insured by this Policy for any detached previously towed by the Insured Vehicle and in the Insured driver's care, custody and control, during the course of a journey and where detached such Trailer is kept in a secure and protected environment.



However, We will not cover the following:

- (i) All Trailers that do not meet the Irish Road Traffic Regulations when in Use in a public place. These regulations set out the law in relation to weights, lights, brakes, plating, underrun, side guards, securing loads.
- (ii) Use while drawing a greater number of Trailers permitted by law.

**Note:** on completion of a journey the cover for Trailers will cease.

### **Towing Disable Vehicles**

We will cover you under the terms of Section I whilst the Insured Vehicle is being Used to tow one mechanically disabled vehicle provided that:

- (i) The vehicle is not towed for reward
- (ii) We will not be liable in respect of the damage to the towed vehicle or injury to persons or damage to property being conveyed in or on such vehicle
- (iii) Such towing is not unlawful in accordance with the Road Traffic Legislation
- (iv) The vehicle being towed is in a condition suitable for towing

### **ID. Use by a member of the motor trade**

If Your Vehicle is being used by a member of the motor trade because it needs overhaul, upkeep, or a repair, this Policy covers You alone under the terms of this Section and does not cover the person in the motor trade who is using it.

### **IE. Loading and unloading**

We will cover any Insured Person while Your Vehicle is being loaded or unloaded under the terms of this Section. Loading starts when the load is lifted clear of the ground or clear of equipment used to move the load (such as a pallet truck or trolley) in order to place the load in or on Your Vehicle. Unloading is finished when the load is taken from Your Vehicle and is resting on the ground or resting on the equipment used to move it, or is moving away from Your Vehicle.

### **IF. Indemnity to principal**

We will cover a principal (a person or business that becomes liable for the negligent act of an Insured Person) under the terms of this Section if they do not have insurance under any other Policy covering that liability or a part of it, and if they keep to this Policy's terms and conditions as far as possible.

### **IG. Application of Policy Limits**

If more than one Insured Person is entitled to cover under this Policy for the same incident, claims against You will be paid as a priority, up to the limit payable. Claims against other Insured Persons will then be paid until the limit payable is reached in respect of all claims, including Yours.

## **I H. Legal Costs**

If they relate to an incident which is covered under this Section We may pay:

- (i) the fees of solicitors asked to represent anyone We insure at a coroner's inquest or defence in any District Court; and
- (ii) the costs defending a charge under sub-section 2(A) of Section 53 of the Road Traffic Act 1961 of manslaughter or causing death or serious bodily harm by dangerous driving.

You must have Our written permission to incur these costs before We will make any payment.

### **What is NOT covered under this Section**

We will NOT pay for:

1. any liability, loss, damage, or expense caused by any driver that is disqualified from driving, has never held a driving licence, or is prevented by law from holding one;
2. any liability, loss, damage, or expense caused by any driver who has failed to disclose penalty points or motoring convictions to Us;
3. any liability, loss, damage, or expense caused by any driver that does not meet the conditions of their driving licence, including (but not limited to) the requirement to be accompanied by another fully licensed driver;
4. the liability of anyone who is insured under another Policy;
5. any loss of or damage to property that belongs to (or is with) an Insured Person who is driving Your Vehicle covered by this Section;
6. damage to Your Vehicle;
7. any liability, loss, damage, or expense, if anyone claiming cover under this Section does not keep to its conditions;
8. any liability, loss, damage, or expense caused by any person in the motor trade driving Your Vehicle while it is being repaired or serviced;
9. death of or injury to anyone driving (or in charge of) a vehicle covered by this Section.
10. loss or damage to any weighbridge, viaduct, road, or other surface or anything under the surface over which the Your Vehicle is driven, caused by the weight or vibration of Your Vehicle;
11. loss, damage, or legal liability caused by pollution or contamination that is a result of a load seeping or spilling from, or shifting in Your Vehicle;
12. any liability, loss, damage, or expense resulting from using the Your Vehicle or any machinery attached to it as a Tool of Trade;
13. any liability, loss, damage, or expense caused while the Your Vehicle or any trailer whether attached or not is being used to cook, prepare, sell, or serve any food or drink;
14. any liability, loss, damage, or expense caused while the Your Vehicle or any trailer whether attached or not is being used as a mobile shop; or
15. any liability that arises because an Insured Person deliberately causes death, injury or damage.
16. Any amount above €30,000,000 in respect of Private Cars or €6,500,000 in respect of Commercial Vehicles and Special Types Vehicles for the damage to other people's property (including any related indirect loss such as loss of earnings or travel costs).
17. Liability for death, injury to any of Your employees during the course of their employment.

18. except so far as necessary to meet the requirement of the Road Traffic Act Legislation, loss, damage to property and or death or bodily injury to any person caused while loading or unloading (or bringing or taking away from) the insured vehicle beyond the limits or the carriageway or thoroughfare (within immediate vicinity of a road and pavement).

## **Section 2: Loss of or damage to Your Vehicle**

If you have chosen Comprehensive insurance, the cover under this Section includes loss or damage caused by fire, theft, attempted theft, and by malicious or accidental means.

If you have chosen Third Party Only insurance, the cover under this Section includes Liability to Others Only.

**Your Schedule shows which covers, described below, apply to Your Policy.**

### **What is covered under this Section**

#### **2A. Loss of or damage to Your Vehicle**

We will pay for loss of or damage to Your Vehicle, or any part of it or its accessories and spare parts, while it is in any of the territories covered by this Policy, or while being transported by sea (including loading and unloading) between any ports in those territories.

#### **2B. Trailers**

**Your Schedule shows whether You have this cover.**

If You have this cover, We will pay to repair or replace a trailer that You own and that You have given Us details of, provided that:

- A. You pay any Excess that applies to Your Policy;
- B. the Trailer is in Your custody, care and control;
- C. the Trailer is fitted with an operational anti-theft device;
- D. the Trailer is not a caravan, mobile home, trailer-tent, boat-trailer, concession trailer, or any Trailer that is fitted with machinery or other equipment;
- E. the Trailer is not a disabled vehicle
- F. You or any other Insured Person is not using the trailer as a Tool of Trade
- G. If it is attached to a towing vehicle;
  - i. that vehicle is also insured by this policy, and
  - ii. the number of Trailers being towed does not exceed the number allowed by law;
- H. the Trailer was built by a professional trailer manufacturer;

We will not pay for any property carried in (or on) the Trailer. The most We will pay to repair or replace Your Trailer is the market value of the Trailer as noted Your Policy Schedule.

#### **2C. Compulsory insurance in the European Union and other countries**

This Policy provides the minimum insurance cover required by law in any country that is a member of the Green Card system. These are countries that are either:

- a member of the European Union (EU), or
- party to an agreement with the EU, to comply with Article 7(2) of the EC Directive on insurance of civil liabilities arising from the use of motor vehicles (number 72/166/EEC).

There is a list of member countries of the Green Card system at the website of the Motor Insurers' Bureau of the United Kingdom ([www.MIB.org.uk](http://www.MIB.org.uk)). The list changes from time to time. Neither Patrona Underwriting Limited nor the Underwriters providing cover under this Policy have any control over the content of this website.

If the minimum insurance cover required by law in another country is lower than the minimum cover required in Ireland, the minimum cover required in Ireland applies.

### **What is NOT covered under this Section**

We will NOT pay:

1. the policy Excess as stated in the Policy document or Schedule;
2. for loss in value, wear and tear, mechanical, electrical or electronic breakdown
3. for damage to tyres by braking, punctures, cuts or bursts;
4. for loss of use or other indirect loss such as travel costs or loss of earnings;
5. more than the lower of
  - (i) the current market value of the vehicle at the time of the loss or damage, or
  - (ii) the most recent valuation of Your Vehicle that You gave Us as shown in your Schedule
6. more than the lower of either
  - (i) €650, or
  - (ii) 5% of the most recent valuation of Your Vehicle as shown in Your Schedule, for loss or damage to any audio or audio-visual system, equipment, or component that is not part of the standard specification for Your Vehicle or did not come with Your Vehicle when new;
7. for any costs in replacing signage to Your Vehicle following a loss or accident;
8. for loss of or damage to any modifications unless they form part of the manufacturers' standard specification or are optional extras that We have agreed to cover;
9. for any more than Our share for loss or damage if, at the time of a claim, there is any other Policy covering the loss or damage;
10. for loss or damage caused while an Insured Person is illegally driving under the influence of alcohol or drugs, whether they have been prosecuted or not;
11. for any in the vehicle's value because it has been repaired;
12. for the cost of hiring another vehicle;
13. for loss or damage caused by:
  - (i) theft or attempted theft of Your Vehicle by a member of Your Family, an employee, or ex-employee of the owner, or work colleague, unless You notify Gardai or local police of the theft (or attempted theft) and can prove that You have done so;
  - (ii) Any other means by a member of Your Family, if the family member causing the damage has insurance that cover their liability to You for the loss or damage.
14. for loss of or damage to Your Vehicle's navigation system or other computer or electronically controlled equipment caused by it failing to recognise any date as the true calendar date;
15. for loss of or damage caused by theft or attempted theft if the keys (or keyless entry system) are left unsecured or left in or on Your Vehicle while it is unattended;
16. for loss or damage arising from using Your Vehicle in a rally, competition, trial on any race track, circuit or other prepared courses;
17. for loss or damage as a result of using the wrong type of fuel, or of using substandard, contaminated, or insufficient fuel, lubricant, or other parts;

18. for the costs of importing parts or accessories from outside the European Union;
19. for the extra cost of parts or accessories above the price of similar parts and accessories received from the manufacturer's European representatives;
20. for loss of or damage to caravans, mobile homes, trailer tents, boat trailers, and any other trailer which includes fitted machinery or other equipment;
21. any loss, damage or expense caused by any driver that has been disqualified from driving or has failed to disclose penalty points or motoring convictions;
22. any loss, damage or expense caused by a provisional licence or learner permit holder that does not meet the conditions of his/her licence;
23. More than €60,000 for loss or damage caused by theft or attempted theft unless Your Vehicle is fitted with an operational tracking device;
24. For any loss or damage if You do not immediately report the theft of Your Vehicle to the Gardai or local police, and to the monitoring service if Your Vehicle is fitted with any monitoring security device including a Tracking Device;
25. for loss or damage costing more than €100,000, for any Private Car up to 3000cc and €150,000 for any Commercial Vehicle unless We have agreed to provide cover for a higher amount;
26. for loss caused by deception by a supposed purchaser and / or their agent(s);
27. for additional loss or damage caused by moving or recovering Your Vehicle after it was damaged; or
28. for loss or damage resulting from using Your Vehicle, or machinery attached to it, as a Tool of Trade
29. for any claims for loss by theft if the keys or lock/ignition operating devices for Your Vehicle are stolen from a property or another vehicle, unless there is forcible entry to the property or other vehicle by the person taking the keys.
30. In the event of an accident, we will not pay for:
  - (i) any amount in excess of €2,000 (including VAT) for towing
  - (ii) any amount in excess of €500 (including VAT) for storage
  - (iii) any amount in excess of €3,000 (including VAT) for the Repatriation costs for a Commercial Vehicle or Trailer from the United Kingdom or
  - (iv) any amount in excess of €5,000 (including VAT) for Repatriation costs for a Commercial Vehicle or Trailer from the Rest of Europe

## **Excesses**

For any claim under this Section, the Excess will be:

- (i) the amount shown in Your Schedule as the standard Excess PLUS
- (ii) an additional Excess if Your Vehicle is fitted with a tipping mechanism that is activated at the time of the loss or damage. In this instance the standard Excess shown in Your Schedule will be applied twice PLUS
- (iii) the amount of additional Excess shown in Your Schedule PLUS
- (iv) the amount of additional Excess shown in Your Schedule as applying under Section 5 Endorsements of this document

## **How We deal with and pay claims under this Section**

### **Repairing or replacing Your Vehicle**

- A. Unless We are treating Your Vehicle as a total loss (a write off) We can choose to:
- (i) pay You an amount to repair it;
  - (ii) pay a repairer to repair it;
  - (iii) pay an amount to the owner, if that is not You, or to the owner described in a hire-purchase or contract-hire agreement; or
  - (iv) replace Your Vehicle, or any part or accessory from it
- B. The most We will pay is the lesser amount of either:
- (i) the Market Value of Your Vehicle, less the Excess, less the value of any remains of Your Vehicle; and any amount of Value Added Tax that is recoverable by You or the owner of Your Vehicle; or
  - (ii) The amount which You insured Your Vehicle for; less the Excess, less the value of any remains of it; and any amount of Value Added Tax that is recoverable by You or the owner of Your Vehicle; or
  - (iii) The cost of repairing Your Vehicle, less the Excess; and any amount of Value Added Tax that is recoverable by You or the owner of Your Vehicle.

If a damaged part or accessory is no longer available, We will pay the cost shown in the manufacturer's last price list, and the reasonable cost of fitting, subject to the deductions above.

### **Writing-off Your Vehicle**

- A. If We are treating Your Vehicle as a total loss (writing-off Your Vehicle), We can choose to:
- (i) Give You an amount to replace Your Vehicle;
  - (ii) Pay an amount to the owner, if that is not You, or the owner described in the hire-purchase or contract-hire agreement; or
  - (iii) Replace your Vehicle.
- B. The most We will pay if We are writing-off Your Vehicle is the lesser of either:
- (i) the Market Value of Your Vehicle, less the Excess, less the value of any remains of Your Vehicle; and any amount of Value Added Tax that is recoverable by You or the owner of Your Vehicle; or
  - (ii) the amount which You insured Your Vehicle for; less the Excess, and less the value of any remains of it; and any amount of Value Added Tax that is recoverable by You or the owner of Your Vehicle.
- C. Before We pay Your claim, You must send us:
1. Your Certificate of Motor Insurance;
  2. Your insurance disc;
  3. the vehicle registration document;
  4. any certificate of roadworthiness, such as a National Car Test certificate (NCT) or commercial Certificate of Roadworthiness (CRW), if Your Vehicle is required to have one by law;
  5. Your Vehicle's keys; and
  6. any documents We ask for

The remains of Your Vehicle will still be Your property, unless We choose to keep them. We do not have to choose this option. The value, if any, of the remains of Your Vehicle will be deducted from the amount We are due to pay You.

### **Settling claims for theft**

We will treat Your Vehicle as stolen if it has not been found 28 days after You report the theft to Us. It must be still missing when We pay Your claim. You must report the theft to the Gardai or local police as soon as it is discovered, and provide Us with Your Vehicle's keys and all the documentation We ask for when You make Your claim. If Your Vehicle is stolen and You later get it back, or discover where it is, You must tell Us immediately. If Your Vehicle is fitted with a Tracking Device with a monitoring service, You must also inform that monitoring service immediately.

If Your Vehicle has not been found after 28 days, We will treat it as a total loss (a write-off).

## **Section 3: Fire Brigade Charges**

***Your Schedule shows whether You have this cover.***

If You have this cover We will pay up to the amount shown in Your Schedule if You are liable to pay charges made under the Fire Services Act 1981 by a fire authority to:

- control or put out a fire on or in Your vehicle providing You are also making a valid claim under Section 2 Loss of or Damage to Your Vehicle of this Policy for the same incident; and / or
- remove the driver or passengers from the vehicle using cutting equipment.

We will not apply a Policy Excess if You Claim under this Section.

## **Section 4: Windscreen and Windows**

***Your Schedule shows whether You have this cover.***

We operate an Approved Windscreen Supplier through Allglass Windscreens Nationwide Ltd (Allglass). If You want to make a claim under this Section, You must use Allglass to repair or replace Your windscreen or window glass.

All claims must be verified before any repair or replacement work is undertaken. If You wish to make a claim, please telephone:

**Republic of Ireland: 1890 809 804**

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

### **What is covered under this Section**

If You have this cover, We will pay up to €500 in any Period of Insurance to repair or replace a chipped, cracked, or broken windscreen or window glass in Your Vehicle, provided that You use Our Approved Windscreen Supplier (Allglass).

## **What is NOT covered under this Section**

We will NOT pay:

1. more than €500 in total; or
2. For more than 2 windscreen / window breakage claims, during any one Period of Insurance;
3. an Excess of €25, if You choose to replace a windscreen or window when Allglass recommends that it is repaired;
4. for damaged or broken glass in sunroofs, panoramic sunroofs, moonroofs, wraparound glass, glass forming part of a body panel (such as glass covering the engine compartment), or continuous glass panels, mirror glass, lights, lenses, or internal glass;
5. for damage to the mechanical or electrical window-winding mechanism;
6. for damage caused by wear, tear or negligence;
7. for damage caused by Your own deliberate actions;
8. for the extra cost of replacing glass that is not in accordance with the manufacturer's specification for Your Vehicle;
9. for any extra cost of glass, including the cost of importing it from outside the European Union;
10. for glass or perspex that is an integral part of a removable canopy or hood;
  11. for any amount over the value of the broken glass;
  12. any more than the Market Value of Your Vehicle, or the amount You insured it for if less; or
  13. any breakage or repair You notify Us about more than 90 days after it happened.

Even if You do not have cover under this Section, You are entitled to a 20% discount (correct at time of printing) from Allglass for windscreens, window glass, and repairs to glass. You can get this by calling Patrona Windscreen Assist on the number given above and quoting Your current Patrona Insurance Policy number.

## **Section 5: Endorsements**

### **Interested Party - Note of Owner's Interest**

Your Vehicle(s) is owned by the person or organisation named against this endorsement as noted in Your Policy Schedule







This insurance policy is underwritten by Arch Insurance (EU) DAC  
Registered office: Block 3, The Oval, 160 Shelbourne Road, Ballsbridge, Dublin 4, Ireland  
Registered in Ireland number 505420

Arch Insurance (EU) DAC is regulated by the Central Bank of Ireland

Policies are arranged and administered by Patrona Underwriting Limited  
Patrona Underwriting Limited is regulated by the Central Bank of Ireland

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**Patrona Underwriting Ltd.**

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PU/TI PB (12/20)

