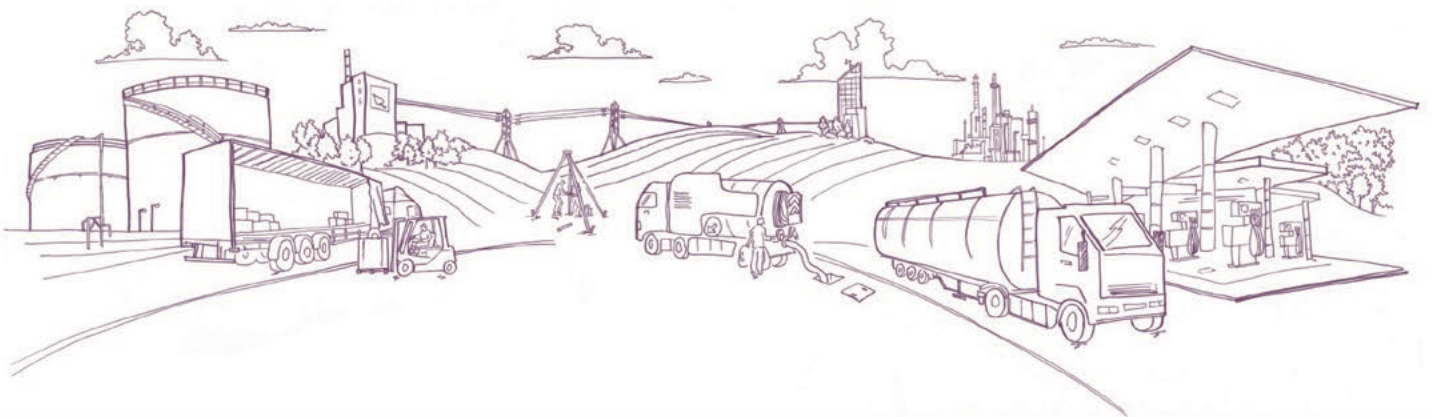




# POLICY DOCUMENT

## MOTOR



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# A warm welcome to Zurich and Pen Underwriting

Thank **you** for taking out **your** Motor policy with **us** and welcome to the Pen Underwriting Petrochemical Insurance and Risk Management Scheme.

This policy is underwritten by Zurich Insurance plc and arranged by and administered on their behalf by Nordic Försäkring & Riskhantering AB trading as Pen Underwriting.

Please contact Pen Underwriting in the first instance in all matters relating to this policy.

# Motor Fleet Assistance

To assist **our** customers when the unexpected happens, **we**, in conjunction with **our** assistance company will provide the following benefits:

**Roadside Breakdown Assistance in the Republic of Ireland via 24 hour, 365 day Emergency Helpline 01 609 1436 or 0818 208 408.**

If **your vehicle\*** is immobilised more than 2 kilometres from **your** driver's home address as a result of a mechanical or electrical failure, loss of keys or driver error and cannot be driven, **we** will provide 30 minutes Roadside Assistance free of charge.

Should this prove unsuccessful **we** will organise and pay the cost of bringing **your vehicle\*** to the nearest garage capable of effecting repairs or to any garage of **your** choice if it is nearer.

If immobilisation occurs more than 50 kilometres from **your** driver's home address and roadside assistance proves unsuccessful **you** may choose one of the following options when **you** contact the Emergency Helpline:

- (a) The cost of returning home by public transport,**
- or**
- (b) The cost of accommodation for one night only, subject to a limit of €65 per person.**

Please Note: The most **we** pay under either option is €130.

\* Vehicle is defined as any **Car** or **Commercial Vehicle** (not exceeding 2 tonne carrying capacity) noted on the schedule submitted at last renewal date

# The Contract of Insurance

## Motor Policy

This policy is a contract between **you** and **us**.

This policy and any schedule, endorsement and certificate should be read as if they are one document.

**We** will insure **you** during any period of insurance for which **we** have accepted **your** premium provided always that all the terms and conditions of this policy are kept. **Our** liability will in no case exceed the amount of any sum insured or limit of indemnity stated in this policy, the schedule or any endorsement to this policy.

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.

Any heading in this policy is for ease of reference only and does not affect its interpretation.

Other than where expressly provided in this policy, compliance with all the terms provisions conditions and endorsements of the policy shall be a condition precedent to **your** right to recover under this policy.

For **your** own protection **you** are recommended to read **your** policy and all its Conditions to ensure that it is in accordance with **your** intentions. **We** would draw **your** attention specifically to the General Exclusions section of the policy and the exclusions set out in each section of the policy.

**We** have agreed to provide policy cover, and have calculated the applicable premium, based on information provided by **you** or on **your** behalf including but not limited to:

- information provided in any proposal, or otherwise in response to specific questions asked by **us**;
- information provided and recorded in any Statement of Facts issued to **you**;
- any declarations made by **you** or on **your** behalf; and/or
- any additional information voluntarily provided.

### **Law applicable to this contract**

Under the relevant European and Irish Legal provisions, the parties to this contract of insurance **we**, and **you** are free to choose the law applicable to the contract. **We** propose that this contract is governed by Irish Law.

**You** agree to submit to the exclusive jurisdiction of the Irish courts.

This is a legal document and should be kept in a safe place.

# Data Protection

Everyone has rights with regard to the way in which their personal data is handled. During the course of our business activities, Zurich Insurance plc ('Zurich' 'we', 'our', 'us') and Nordic Försäkring & Riskhantering AB trading as Pen Underwriting ('Pen Underwriting') will collect, store and process personal data about you. The purpose of this section is to give you some information about the collection and processing of your personal data. Further information can be obtained in our Privacy Policy which is available at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy) and Pen Underwriting's Privacy Policy which is available at [www.nordic.se/privacy-notice](http://www.nordic.se/privacy-notice). Pen Underwriting is an underwriting agency, regulated by the Swedish Financial Supervisory Authority, which is authorised to distribute insurance products in Ireland. Zurich is the insurer for this product and Pen Underwriting has been granted authority by us to bind cover on our behalf and service your policy.

Zurich and Pen Underwriting are the data controllers for this contract under data protection legislation.

For the purpose of this notice, 'you' or 'your' shall mean, you, the policyholder, or any other person entitled to indemnity under this policy of insurance.

## The Data Zurich and/or Pen Underwriting collect

Where appropriate, we and/or Pen Underwriting may collect the following personal data ('Data') from and/or about you:

- **Contact and identifying information** such as title, name, address, email address, telephone number, date and place of birth, gender, marital status, PPS number, VAT number, nationality, country of residence, and photographic identification.
- **Financial information** such as bank account details, credit/debit card details and income details.
- **Employment and qualification details** such as occupation, job position, employment and education history.
- **Medical and health details** including information related to personal habits (such as smoking or consumption of alcohol), medical history, details of any disability, injuries sustained and prognosis for recovery.
- **Other sensitive information** such as details of any criminal convictions and offences (including penalty points), civil litigation history as well as pending prosecutions. Zurich and Pen Underwriting may also, in certain cases, receive sensitive information from which it may be possible to infer your trade union membership, religious or political beliefs.
- **Information pertaining to the risk insured** such as description of the risk, value of the risk, location of the risk and claims history.
- **Claims data** such as details of the circumstances of any incident giving rise to a claim under this policy, details of activities carried out following any such incident, details of any other claims that you have made, as well as financial, medical, health and other lawfully obtained information relevant to your claim including social welfare information.

The above list covers the main data types collected by Zurich and/or Pen Underwriting. Full details are available in our Privacy Policy at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy) and Pen Underwriting's Privacy Policy which is available at [www.nordic.se/privacy-notice](http://www.nordic.se/privacy-notice).

Zurich and Pen Underwriting require this Data in order to manage and administer our relationship with you, evaluate the risk and assess the premium to be paid, bind cover, validate and settle any claims, bring and/or defend legal proceedings, prevent, detect and investigate fraud, and in order to generally take any steps required to fulfil our contract with you /comply with legal obligations.

**NOTE:** If you provide us with Data relating to another person you must first: (a) inform that person about the content of our Privacy Policy and Pen Underwriting's Privacy Policy and (b) obtain any legally required consent from that person to the sharing of their Data in this manner.

## Data collected from third parties

Zurich and Pen Underwriting may collect Data from third parties if you engage with us or Pen Underwriting through a third party. We and Pen Underwriting may also obtain Data from other third parties such as financial institutions, claims service providers (including private investigators) and insurance industry and government bodies for the purposes described above.

## What Zurich and Pen Underwriting do with your Data

We and Pen Underwriting may use, process and store the Data for the following purposes:

- Assessing which insurance products are appropriate for you, risk evaluation, premium setting, policy quotation, premium collection, policy administration, policy renewal, claims assessment, claims processing, claims payment, bringing and/or defending legal proceedings, recovering debt, marketing, statistical analysis, preventing, detecting and investigating fraud, as well as generally taking any steps in order to fulfil our contract with you and comply with legal obligations.

In order to prevent and detect fraud as well as the non-disclosure of relevant information, we and Pen Underwriting may at any time:

- Share information about you with other companies in the Zurich Insurance Group ('the Group'), as well as other organisations outside the Group including, where appropriate, private investigators and law enforcement agencies. Pen Underwriting may also share information about you with other companies in the Arthur J. Gallagher group of or with the third parties defined in Pen Underwriting's Privacy Policy at [www.nordic.se/privacy-notice](http://www.nordic.se/privacy-notice).
- Check your details with fraud prevention agencies, as well as against databases and other sources of information. Below is a sample of the databases/ sources used:
  - the insurance industry claims database known as Insurancelink maintained by Insurance Ireland (for more information see [www.inslink.ie](http://www.inslink.ie))

- the Integrated Information Data Service ('IIDS') which allows members of Insurance Ireland to verify information including penalty points and no-claims discount information provided by their customers
- the National Vehicle and Driver File, maintained and supported by the Department of Transport, Tourism and Sport, containing details of all registered vehicles in the State
- Motor Insurance Anti-Fraud and Theft Register (MIAFTR) operated by the Association of British Insurers in the UK to log all insurance claims relating to written-off and stolen vehicles in the UK
- the Companies Registration Office

The above list is not intended to be exhaustive (please see our Privacy Policy as well as Pen Underwriting's Privacy Policy for more information).

In addition, Zurich and Pen Underwriting may check the Data you have provided against international/economic or financial sanctions laws or regulated listings to comply with legal obligations or otherwise to protect our and Pen Underwriting's legitimate business interests and/or the legitimate interests of others.

#### Sharing of Data

Zurich and Pen Underwriting may share your Data (where appropriate/applicable) as follows:

- With business partners, suppliers, sub-contractors and agents with whom we and/or Pen Underwriting work/engage (including, but not limited to, tied agents, managing general agents, auditors, legal firms, medical professionals, cloud service providers, software providers, private investigators, third-party claim administrators and outsourced service providers) to assist us and Pen Underwriting in carrying out business activities which are in our and Pen Underwriting's legitimate business interests and where such interests are not overridden by your interests.
- With other companies in the Zurich and Pen Underwriting Group, partners of the Group, coinsurance and reinsurance companies located in Ireland and abroad, including outside the European Economic Area ('EEA'). Where transfers take place outside the EEA, we ensure that they are undertaken lawfully and pursuant to appropriate safeguards.
- With other insurers and/or their agents.
- With any intermediary or third party acting for you.
- In order to comply with our and Pen Underwriting's legal obligations, a Court Order or to cooperate with State and regulatory bodies (such as the Central Bank of Ireland or the Swedish Financial Supervisory Authority, as well as with relevant government departments and agencies (including law enforcement agencies).
- On the sale, transfer or reorganisation of our or our Group's business (or any part of it).

For further information regarding the third parties that we may share Data with, please see our Privacy Policy [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy) and Pen Underwriting's Privacy Policy which is available at [www.nordic.se/privacy-notice](http://www.nordic.se/privacy-notice)

In addition, information about claims (whether by customers or third-parties) is collected by us when a claim is made under a policy and placed on InsuranceLink. This information may be shared with other insurance companies, self-insurers or statutory authorities.

The purpose of InsuranceLink is to help us identify incorrect information and fraudulent claims and, therefore, to protect customers. Under data protection legislation you have a right to know what information about you and your previous claims is held on InsuranceLink. If you wish to exercise this right then please contact us at the address below.

Finally, where you have consented to our doing so, we and Pen Underwriting may share information that you provide to companies within the Group and with other companies that we and/or Pen Underwriting establish commercial links with so we, Pen Underwriting and they may contact you (by email, SMS, telephone or other appropriate means) in order to tell you about carefully selected products, services or offers that we and/or Pen Underwriting believe will be of interest to you.

#### Data Retention

The time periods for which Zurich and Pen Underwriting retain your Data depend on the purposes for which we and Pen Underwriting use it. We and Pen Underwriting will keep your Data for no longer than is required or legally permitted. Please see our Data Retention Policy at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy) and Pen Underwriting's Data Retention Policy which is available at [www.nordic.se/privacy-notice](http://www.nordic.se/privacy-notice)

#### Data subject rights

You have the following rights in relation to your Data which is held by us and Pen Underwriting:

1. To ask for details of your Data held.
2. To ask for a copy of your Data.
3. To have any inaccurate or misleading Data rectified.
4. To have your Data erased.
5. To restrict the processing of your Data in certain circumstances.
6. To object to the processing of your Data.
7. To transfer your Data to a third party.
8. A right not to be subject to automated decision making.
9. The right to receive notification of a Data breach.
10. Where processing is based on consent, the right to withdraw such consent.
11. The right to lodge a complaint to the Data Protection Commission.

If you wish to avail of these rights, a request must be submitted in writing to our or Pen Underwriting's Data Protection Officer, as appropriate (see contact details below). In order to protect your privacy, you may be asked to provide suitable proof of identification before your request can be processed.

#### Privacy Policy

Please note that this Notice is not a standalone document and should be reviewed in conjunction with our Privacy Policy which is available online at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy) and Pen Underwriting's Privacy Policy which is available at [www.nordic.se/privacy-notice](http://www.nordic.se/privacy-notice)

If you have any questions about your Data, you can contact us or Pen Underwriting using the contact details below.

#### Zurich Insurance plc

- Customer Services on 053 915 7775
- Email us at [dataprotectionofficer@zurich.ie](mailto:dataprotectionofficer@zurich.ie)
- Data Protection Officer, Zurich Insurance plc, Zurich Insurance, PO Box 78, Wexford, Ireland.

#### Nordic Försäkring & Riskhantering AB trading as Pen Underwriting

- Data Protection Officer, Nordic Försäkring & Riskhantering AB trading as Pen Underwriting, Mölndalsvägen 22, 412 63 Göteborg, Sweden.

## Our complaints procedure

At Zurich, **we** care about **our** customers and believe in building long-term relationships by providing quality products combined with a high standard of service.

If it should happen that **you** have cause for complaint, either in relation to **your** policy or any aspect regarding the standard of **our** service, please see the steps outlined below.

If **you** have arranged **your** policy with Zurich through a Broker, **you** should firstly direct **your** complaint to the Broker with whom **you** arranged **your** policy.

If the complaint is not resolved to **your** satisfaction, you should write to the Chief Executive Officer at Zurich, Zurich House, Ballsbridge Park, Dublin 4 or alternatively **you** may wish to contact:

- i) Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29  
Telephone: (01) 567 7000  
Email: [info@fspo.ie](mailto:info@fspo.ie)  
Website: [www.fspo.ie](http://www.fspo.ie)
- ii) Central Bank of Ireland, PO Box 559, Dublin 1.  
Telephone: 0818 681 681 or (01) 224 5800.
- iii) Insurance Ireland, First Floor, 5 Harbourmaster Place, IFSC, Dublin 1, D01 E7E8.  
Telephone: (01) 676 1914.

**Your** right to take legal action is not affected by following any of the above procedures.



# Section 1 – Definitions

Certain words in this policy have special meanings. These meanings are given below and apply wherever the words appear in bold.

## Accessories

- a) Parts or products specifically designed to be fitted to or used with the **vehicle** including spare parts
- b) entertainment systems, communication, navigation or other electronic equipment only if permanently fitted to the **vehicle**,

excluding electronic equipment temporarily sited in and removable from the **vehicle** being powered from a cigarette lighter or accessory socket.

## Business

The business as specified to **us**.

## Business Partner

Any person in business with **you** under the terms of a partnership agreement whether express or implied under legislation.

## Car

Any private car, estate car, utility car or passenger carrying vehicle with not more than nine seats.

## Certificate

The current certificates of motor insurance issued by **us**.

## Commercial Vehicle

Any motor vehicle other than a **car** or **motorcycle**.

## Continuing Restrictive Condition

Any condition in this policy, however expressed, that purports to require **you** to do, or not to do, a particular act or acts, or requires **you** to act, or not to act, in a particular manner (and any condition the effect of which is that a given set of circumstances is required to exist or to be maintained or not to exist shall be taken as falling within this definition).

## Costs and Expenses

- a) Claimants' costs and expenses
- b) costs and expenses incurred with **our** consent in defending any claim
- c) costs incurred with **our** consent for:
  - i) representation at any coroner's inquest or fatal injury inquiry
  - ii) defending a charge of manslaughter, causing death by dangerous driving or causing death by careless driving or any equivalent local charge within the **geographical limits**
  - iii) defending in any court of summary jurisdiction any proceedings

relating to any event which may be the subject of indemnity under this policy.

## Crossover

The accidental contamination of **property** not belonging to or in the care, custody or control of the **insured person** arising out of the delivery whether correctly or incorrectly carried out to **your** customer of any product which does not conform strictly to the specification of or the order for the product made by such customer.

## Damage

Physical loss or damage.

## Driver

Any person driving the **vehicle** and entitled to do so under the terms of the **certificate**.

## Employee

Any person who is:

- a) under a contract of service or apprenticeship with **you**
- b) a labour master or labour only subcontractor or persons supplied by any of them
- c) self employed
- d) under a work experience or similar scheme
- e) hired or borrowed by **you** from another employer

and working for **you** in connection with the **business** while under **your** direct control or supervision.

## Event

All occurrences causing injury, **damage** or other loss arising out of one original and identifiable cause that happens at fixed time and place.

## Excess

The amount for which **you** are responsible and which will be deducted from any payment under this policy as ascertained after the application of all other terms and conditions of this policy.

## Geographical Limits

- a) the **territorial limits**
- b) the United Kingdom
- c) any other member country of the European Union
- d) any other country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the EU Directive on insurance of civil liabilities arising from the use of motor vehicles (number 72/166/EEC)
- e) any other country but only during any period for which **you** have requested and **we** have agreed to extend cover for the use of the **vehicle** in that country

and during transit (including loading and unloading) by a recognised sea route not normally exceeding 65 hours between ports within any country where cover is provided.

### Insured Person

- a) **You**
- b) the **driver**
- c) at **your** request:
  - i) any principal, director, **business partner** or **employee of yours**
  - ii) any **passenger**
  - iii) the owner of a **vehicle** on hire or loan or leased to **you**
  - iv) any member or committee member of **your** sports or social club
  - v) the hirer of any agricultural tractor or self-propelled agricultural or forestry machine provided always that such hire is permitted under the terms of the **certificate**
- d) any person who with **your** permission is using but not driving the **vehicle** for social domestic and pleasure purposes provided always that such use is permitted under the terms of the **certificate**
- e) the employer or partner of any person whose business use is permitted under the terms of the **certificate**.

### Licence

Licence to drive a motor vehicle of the same class as the **vehicle**.

### Minibus

A motor vehicle with between 9 and 16 (inclusive) **passenger seats**.

### Motorcycle

Any motorcycle, motorcycle and sidecar or moped.

### Nuclear Installation

Any installation of such class or description being an installation designed or adapted for:

- a) the production or use of atomic energy
- b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation
- c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the production or use of nuclear fuel.

### Nuclear Reactor

Any plant including any machinery, equipment or appliance whether affixed to land or not designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

### Passenger

Any person other than the **driver** travelling in or on or getting into or out of the **vehicle** or any **trailer** or disabled motor vehicle attached to the **vehicle**.

### Pollution or Contamination

Pollution or contamination of buildings or other structures or of water, land or the atmosphere.

### Property

Physical property.

### Road

Anywhere within the **geographical limits** where compulsory motor insurance legislation is operative.

### Spillage

Accidental spillage or discharge of any product.

### Territorial Limits

Republic of Ireland.

### Terrorism

- a) Any act, including but not limited to the use of violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf or in connection with any organisation(s) or government(s), committed for political or other purposes including the intention to influence any government and/or to put the public or any section of the public in fear
- b) Any action taken in controlling, preventing, suppressing or in any way relating to any act or preparation in respect action or threat of action described in a) above.

### Trailer

Any trailer which is **your** property or for which **you** are legally responsible but excluding a disabled motor vehicle.

### Vehicle

Any motor vehicle (excluding a steam driven vehicle) as follows:

- a) **car**
- b) **motorcycle**
- c) **commercial vehicle**

which is insured under this policy and described in the **certificate** but excluding any motor vehicle registered outside the **territorial limits** unless **you** have requested and **we** have agreed to cover such **motor vehicle**.

### We, Us or Our

Zurich Insurance plc.

### You, Your, Yours or Yourselves

The person, people (either acting in partnership or on behalf of an unincorporated organisation) or the company stated in the schedule as the insured.

## Section 2 – Extent of Cover

Cover only applies within the **geographical limits** in respect of death of or bodily injury to any person or **damage to property** and caused or arising in the period of insurance stated in the schedule.

The extent of cover applicable is as stated in the schedule or any relevant endorsement and the following meanings apply to words or expressions used.

### **Comprehensive**

Section 6 does not apply.

### **Comprehensive (excluding windscreens)**

Section 5 does not apply in respect of breakage of glass in the windscreen, windows or sunroof of the **vehicle**. Section 6 does not apply.

### **Third Party Fire and Theft**

Section 5 does not apply except for **damage** to the **vehicle** by:

- a) fire, lightning, self ignition or explosion
- b) theft or attempted theft.

Sections 6, 7 and 8 do not apply.

### **Third Party only**

Sections 5, 6, 7 and 8 do not apply.

### **Third Party Road Risks**

Section 4 and General Provisions 11.1 and 11.2 of section 11 do not apply when liability arises out of death of or bodily injury to any person or **damage to property** caused or arising beyond the limits of any **road**.

Sections 5, 6, 7 and 8 do not apply.

### **Goods in Transit**

Section 6 only.

## Section 3 – Excesses

When cover is applicable **you** will be liable to pay or refund to **us** excesses in the amounts which are stated in the schedule and which apply in respect of claims and expenses as follows:

### **Accidental Damage**

All claims and expenses under section 5 other than claims in respect of:

- a) breakage of glass in the windscreen, windows or sunroof of the vehicle or the scratching of bodywork caused by such breakage
- b) **damage** to the **vehicle** caused by:
  - i) fire, lightning, self ignition or explosion
  - ii) theft or attempted theft.

### **Fire**

All claims and expenses under section 5 in respect of **damage** to the **vehicle** caused by fire, lightning, self-ignition or explosion.

### **Personal Effects**

All claims and expenses under section 7.

### **Spillage or Crossover**

All claims and expenses under section 4.7.

### **Theft**

All claims and expenses under section 5 in respect of **damage** to the **vehicle** caused by theft or attempted theft.

### **Windscreen**

All claims and expenses under section 5 in respect of breakage resulting in replacement of glass in the windscreen, windows or sunroof of the **vehicle** or the scratching of bodywork caused by such breakage. The **Excess** will be waived if the window or windscreen is repaired rather than replaced.

# Section 4 – Liability to Third Parties

## The Cover

In respect of legal liability for death of or bodily injury to any person and **damage to property we** will indemnify the **insured person** when liability is caused by or arises out of the use of the **vehicle** or in connection with the loading or unloading of the **vehicle**.

In addition **we** will pay **costs** and **expenses**.

### 4.1 Disabled Motor Vehicles

In respect of legal liability for death of or bodily injury to any person and damage to property we will indemnify the **insured person** when liability is caused by or arises out of any disabled motor vehicle while attached to the vehicle. This section will also apply to any disabled motor vehicle detached from the vehicle and not attached to any other **vehicle** and being used by **you** but only to the extent necessary to meet the requirements of any compulsory motor insurance legislation operative within the **geographical limits**.

**We** will not be liable for:

- a) **damage** to a disabled motor vehicle
- b) any liability if a disabled motor vehicle is being towed otherwise than in accordance with the law
- c) **damage to property** being carried in or on a disabled motor vehicle.

### 4.2 Environmental Statutory Liability

In respect of legal liability for all sums including statutory debts relating to remediation costs arising from environmental **damage we** will indemnify **you** where such liability arises under an environmental directive, statute or statutory instrument.

Provided always that:

- a) such liability is caused by or arises out of:
  - i) the use of the **vehicle** or in connection with the loading or unloading of the **vehicle**; and
  - ii) **pollution** or **contamination** directly caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance
- b) **we** will not be liable in respect of:
  - i) costs relating to the prevention of imminent threat of environmental **damage**
  - ii) the removal of any significant risk of an adverse effect on human health on **your** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in **your** care, custody or control

- iii) costs in achieving any improvement or alteration in the condition of the land, the atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time remediation commences
- iv) fines or penalties
- v) any amount in excess of the sum stated in the schedule inclusive of **costs and expenses** or the minimum amount required under the compulsory motor insurance legislation in the country in which the insured event occurs whichever is the greater.

### 4.3 Indemnity to Personal Representatives

Following the death of any person entitled to indemnity **we** will in respect of the liability incurred indemnify such person's personal representatives.

### 4.4 Movement of Third Party Vehicles

In respect of legal liability for death of or bodily injury to any person and **damage to property we** will indemnify **you** or any principal, director, **business partner** or **employee** of **yours** when liability is caused by or arises out of the driving or movement of any motor vehicle with or without the authority of the owner:

- a) when the motor vehicle is parked in a position which obstructs the legitimate passage or the loading or unloading of the vehicle
- b) for movement of a motor vehicle within the vicinity of any premises owned or occupied by **you**

In these circumstances the motor vehicle will not be regarded as **property** held in **your** care, custody or control.

**We** will not pay for:

- a) liability if the motor vehicle is:
  - i) moved by any person other than **you** or any principal, director, **business partner** or **employee** of **yours**
  - ii) **your** property or held by **you** under a hire purchase agreement or hired by or loaned or leased to **you**
  - iii) driven by any person who does not hold a **licence** unless such person has held and is not disqualified from holding or obtaining such a **licence**
- b) **damage to property** in or on the motor vehicle.

#### 4.5 Principal's Clause

In the event of any claim in respect of which **you** would be entitled to receive indemnity being brought or made against any public or local authority or other principal **we** will indemnify the said public or local authority or other principal against such claim and/or any costs and expenses in respect thereof.

Provided always that:

- a) **we** have the sole conduct and control of all claims
- b) the public or local authority or other principal is not entitled to indemnity under any other policy
- c) **we** will not be liable for death of or bodily injury to any person or **damage to property** arising out of the negligence or other default of the public or local authority or other principal or their servant or agent.

#### 4.6 Service and Repair

**We** will indemnify **you** when the **vehicle** is in the custody or control of a member of the motor trade for service or repair.

#### 4.7 Spillage or Crossover

In respect of legal liability for death of or bodily injury to any person and **damage to property** **we** will indemnify **you** or the **driver** or attendant when liability is caused or arises out of **spillage** or **crossover**.

Provided always that such **spillage** or **crossover** arises out of an error or omission in the process of loading or unloading the **vehicle** by the **driver** or attendant of such **vehicle**.

#### 4.8 Third Party Contingency

In respect of legal liability for death of or bodily injury to any person and **damage to property** **we** will indemnify **you** alone when liability is caused by or arises out of the use of or in connection with any motor vehicle while being used in connection with **your business**.

Provided always that:

- a) such motor 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 motor vehicle an insurance that is valid for such use
- c) if any claim covered by this clause is covered by any other insurance then notwithstanding general condition 8 **we** will not be liable to make any contribution to such claim
- d) the motor vehicle is registered within the **territorial limits**.

#### 4.9 Unauthorised Use

**We** will indemnify **you** in the event of any accident occurring while the **vehicle** is being used or driven by any person without **your** knowledge or consent for any purpose not permitted provided always that **you** will take all reasonable precautions to ensure that all persons who may use or drive the **vehicle** are made aware of the permitted purposes of use as stated in this policy.

## Exclusions to Section 4

This section does not cover

### 1 Damage

- a) **damage to property** belonging to or in the care, custody or control of the **insured person**
- b) **damage** to premises (or to the fixtures and fittings therein) which are not **your** property but are occupied by **you** under a leasing or rental agreement if such **damage** is covered by any other insurance
- c) **damage to property** in or on the **vehicle**
- d) **damage** to the **vehicle**.

### 2 Defective Goods or Treatment

death of or bodily injury to any person or **damage to property** caused by or attributable to:

- a) any defect other than caused by or attributable to **crossover** in or the action of any commodity or goods or anything including any packaging, container and label transported by or disposed of from the **vehicle** or any motor vehicle not **your** property or provided by **you**
- b) treatment given or services provided at or from the **vehicle** or any other motor vehicle.

### 3 Employers' Liability

death of or bodily injury to any person arising out of or in the course of that person's employment by the person claiming indemnity except so far as is necessary to meet the requirements of the Road Traffic Acts.

### 4 Loading or Unloading

- a) death of or bodily injury to any person or **damage to property** caused or occurring beyond the limits of any **road** in connection with:
  - i) the bringing of the load to any **vehicle** for loading thereon
  - ii) the taking away of the load from any **vehicle** after unloading there fromby any person other than the **driver** or attendant of such **vehicle**
- b) legal liability in respect of **spillage** or **crossover**.

**5 Other Insurances**  
any person other than **you** if that person is entitled to indemnity under any other insurance

**6 Pollution or Contamination**  
death of or bodily injury to any person or **damage to property** directly or indirectly caused by **pollution or contamination** unless the **pollution or contamination** is directly caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance.

All **pollution or contamination** which arises out of one incident will be deemed to have occurred at the time such incident took place

**7 Tool of Trade**  
death of or bodily injury to any person or **damage to property** arising while a **commercial vehicle** or plant forming part of such **commercial vehicle** or attached thereto is working as a tool of trade.

This exclusion does not apply to any:

- a) goods carrying **commercial vehicle**
- b) forklift truck
- c) agricultural tractor, self-propelled agricultural or forestry machine or any **trailer** attached to such vehicle other than death of or bodily injury to any person or loss of or **damage to property** caused by or attributable to the spraying or spreading of any chemical by an agricultural tractor, self-propelled agricultural or forestry machine or any **trailer** attached to such vehicle.

**8 Trade Plates**  
death of or bodily injury to any person or **damage to property** in connection with any **vehicle** bearing a trade plate caused or arising beyond the limits of a **road** except when during the course of the journey it is temporarily garaged elsewhere than in or on any premises which **you** own or occupy

**9 Unlicensed Drivers**  
liability if to the knowledge of the **insured person** the **driver** does not hold a **licence** unless the **driver** has held and is not disqualified from holding or obtaining such a **licence**.

**10 Wrongful Delivery**  
death of or bodily injury to any person or **damage to property** directly or indirectly caused by:

- a) delivery of a load where such delivery was not authorised, not ordered or unlawful
- b) delivery whether correctly or incorrectly carried out to **your** customer of goods which do not conform strictly to the specification of or the order for the goods made by such customer.

#### Notes

Exclusions 2, 4, 6, 7 and 10 of section 4 will not apply in circumstances where it is necessary to meet the requirements of any compulsory motor insurance legislation operative within the **geographical limits**.

Exclusion 9 of section 4 will not apply in respect of section 4.6

Exclusions 4 and 10 of section 4 will not apply in respect of section 4.7

## Provision to Section 4

### 1 Limit of Indemnity

**Our** liability will not exceed the sum stated in the schedule or such greater sum as may be required by the compulsory motor insurance legislation in the country in which the insured event occurs.

# Section 5 – Damage to Vehicles

## The Cover

**We** will indemnify **you** in respect of **damage** to the **vehicle** and **accessories** of the **vehicle**.

This indemnity will not exceed the market **value** of the vehicle immediately before such **damage** and in respect of any **vehicle** bearing a trade plate indemnity will be limited to the amount stated in the schedule or the market value of the **vehicle** immediately before such **damage**, whichever is the lesser.

### 5.1 Age and Inexperienced Driver Excess

In respect of **damage** to the **vehicle** while being driven by or in the charge of any person who is:

- a) under 21 years of age
- b) under 25 years of age
- c) aged 25 years or over and:
  - i) holds a provisional licence
  - ii) has held a licence other than a provisional licence for less than 12 months

**you** will be liable to pay or refund to **us** the additional **excess** stated in the schedule.

### 5.2 Customs Duty

**We** will indemnify **you** against liability for the enforced payment of customs duty where such liability arises directly from **damage** covered under this section.

### 5.3 Hire of Replacement Vehicle

If any goods carrying **commercial vehicle** or **car** is lost by theft or impounded by any public authority following any occurrence which could give rise to a claim under this policy **we** will pay up to the amount stated in the schedule in respect of any one **event** for each **vehicle** for the reasonable cost of hiring a replacement **vehicle** of the same or like type for a period not exceeding 28 days from the date of the occurrence.

Provided always that:

- a) **we** will not be liable for the first 2 days of such costs in respect of any **car** or the first 7 days of such costs in respect of any goods carrying **commercial vehicle**
- b) such a replacement is available.

### 5.4 New Vehicle Replacement

In respect of any goods carrying **commercial vehicle** or **car** within one year of first registration as new:

- a) when the cost of repair for **damage** exceeds the percentage stated in the schedule of the manufacturer's recommended retail price plus taxes

- b) is lost by theft and not recovered

**we** will replace it with a new **vehicle** of the same manufacturer and of the same or like type.

Provided always that:

- i) **you** request it; and
- ii) any other interested party known to **us** consents; and
- iii) such a replacement is available
- iv) **we** will not be liable for a sum greater than the market value of the **vehicle** at the time of **damage** if the value of the **vehicle** declared to **us** is not equal to the original purchase price of the **vehicle** when new.

### 5.5 Other Charges

**We** will indemnify **you** against general average contribution and salvage and sue and labour charges incurred during the transportation of the **vehicle** by sea.

Provided always that:

- a) such **vehicle** is covered against **damage** under this section
- b) the contribution relates to the value of such **vehicle**.

### 5.6 Recovery and Re-delivery

**We** will indemnify **you** for the reasonable cost of removing the **vehicle** from the place where **damage** occurred to the premises of the nearest competent repairer and re-delivery to **you** within the **territorial limits** after repair.

### 5.7 Residual Value

In respect of any goods carrying **commercial vehicle** or **car** within one year of registration and leased to **you** when:

- a) lost by theft and not recovered
- b) damaged beyond economic repair

**we** will pay to the leasing company the written down valuation of the **vehicle** in accordance with the conditions of the leasing agreement (residual value) or the market value of the **vehicle** immediately before such **damage** whichever is the greater subject to the difference not exceeding 20% of the market value of the **vehicle** immediately before such loss or **damage**.

Provided always that:

- i) **we** will not be liable for any excise duty or maintenance charge
- ii) in respect of any **vehicle** bearing a trade plate the amount payable will not exceed the amount stated in the schedule.

### 5.8 Service and Repair

**We** will indemnify **you** when the **vehicle** is in the custody or control of a member of the motor trade for service or repair.

### 5.9 Theft of Keys

If the keys or any other removable ignition device or lock transmitter for the **vehicle** are stolen by forcible and violent means or robbery **we** will at **your** request pay up to the amount stated in the schedule in respect of any one occurrence for each **vehicle** to replace:

- a) the door locks and/or boot lock
- b) the ignition and/or steering lock
- c) the lock transmitter and/or central locking interface.

Provided always that:

- i) any other interested party known to **us** consents; and
- ii) this indemnity will not exceed the market value of the **vehicle** immediately before loss or **damage**; and
- iii) **we** will not be liable for the cost of replacing any alarms or security devices fitted to the **vehicle**.

### 5.10 Unauthorised Use

**We** will indemnify you for **damage** while the **vehicle** is being used or driven by any person without **your** knowledge or consent for any purpose not permitted provided always that **you** will take all reasonable precautions to ensure that all persons who may use or drive the **vehicle** are made aware of the permitted purposes of use as stated in this policy.

## Exclusions to Section 5

This section does not cover:

- 1 **Deception**  
**damage** caused by deception
- 2 **Diminution in Value**  
any diminution in the value of the **vehicle**
- 3 **Sonic Bangs**  
**damage** to the **vehicle** caused directly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds
- 4 **Theft when Keys Used**  
**damage** caused by theft or attempted theft while the ignition keys or any other removable ignition device of the **vehicle** have been left in or on the **vehicle** except:
  - a) during the process of loading or unloading any tank, tank trailer, tank container or isotank when the process is not possible without such keys or device being left in or on the **vehicle**

- b) when the leaving of such keys or device in or on the **vehicle** is a requirement of any public authority

### 5 Trade Plates

**damage** to any **vehicle** bearing a trade plate arising beyond the limits of a **road** except when during the course of a journey it is temporarily garaged elsewhere than in or on any premises which **you** own or occupy

### 6 Wear and Tear, Depreciation, Loss of Use, Breakdown or Damage to Tyres

- a) wear and tear
- b) depreciation
- c) loss of use
- d) mechanical, electrical, electronic or computer breakage, failure or breakdown
- e) **damage** to tyres caused by braking or by cuts, punctures or bursts.

## Provisions to Section 5

### 1 Hire Purchase and Leasing Agreements

If to **our** knowledge the **vehicle** is the subject of a hire purchase or leasing agreement any payment for **damage** to the **vehicle** which is not made good by repair or replacement may at **our** discretion be made to the owner whose receipt will be a full discharge of **our** liability.

### 2 Repairs

**You** may authorise reasonable and necessary repairs without previously obtaining **our** consent provided always that notification in accordance with general condition 12.3 is given to **us** without delay and a detailed estimate of the costs of repair is sent to **us** as soon as possible.

### 3 Spare Parts

**We** shall not be liable for a greater sum than the makers last list price in the Republic of Ireland for the supply of any spare part and at **our** discretion a cash settlement on this basis may be made if a spare part cannot be obtained.

If the supply of any spare part is delayed or repair is postponed and **you** use the vehicle in a damaged condition **we** shall not be liable for the cost of any further **damage** so caused.



## Section 6 – Goods in Transit

### The Cover

**We** will indemnify **you** up to the amount stated in the schedule in respect of any one load for **damage** to any goods carried in any tank, tank trailer, tank container or isotank caused by fire, flood, theft, collision or overturning of any **vehicle** from the time it is loaded for the immediate commencement of transit, while in the ordinary course of transit by any **vehicle** and until delivered to **your** customers' premises.

### Exclusions to Section 6

This section does not cover:

- 1 **Consequential Loss**  
any consequential loss of any nature whatsoever and howsoever arising.
- 2 **Damage to Goods**  
**damage** to any goods carried in any **vehicle** other than a goods carrying **commercial vehicle**.

- 3 **Unattended Vehicle Theft Restriction**  
**damage** to any goods caused by or arising from theft or attempted theft of or from any unattended **vehicle** unless at the time of the theft or attempted theft:

- a) all doors, windows and other openings were closed, properly fastened and securely locked and any immobiliser and/or alarm system fitted to the **vehicle** was set in full and effective operation and all keys or any other removable ignition device of the **vehicle** were removed from the **vehicle**; and
- b) in respect of any **vehicle** left unattended overnight or for more than 8 consecutive hours the **vehicle** was either garaged in a building which was securely closed and locked or parked in a walled or fenced compound secured by locked gates or to which entry or exit was controlled by professional security personnel.

## Section 7 – Personal Effects

### The Cover

**We** will at **your** request provide indemnity up to the amount stated in the schedule for any one occurrence in respect of **damage** to personal effects while in or on the **vehicle**.

The owner's receipt will be a full discharge of **our** liability.

### Exclusions to Section 7

This section does not cover:

- 1 **Goods or Samples**  
goods or samples carried in connection with any business
- 2 **Money or Securities**  
money, tickets, credit, debit or charge cards, stamps, cheques, bonds, securities or documents of any description.

## Section 8 – Medical Expenses

### The Cover

**We** will pay **you** medical expenses incurred by the **driver** or any other person travelling in or on the **vehicle** following injury caused by violent, accidental, external and visible means in direct connection with the **vehicle**.

**Our** liability under this section is limited to the amount stated in the schedule in respect of each person injured.

# Section 9 – Personal Accident

## Special Definitions

### Accident

- a) Violent, accidental external and visible means
- b) unavoidable exposure to the elements.

### Loss of Limb

Total loss by physical separation at or above the wrist or ankle or permanent loss of use of an entire hand, arm, foot or leg.

### Loss of Sight

Permanent and total loss of sight:

- a) in both eyes if name entered on the register of blind persons on the authority of a fully qualified ophthalmic specialist
- b) in one eye if the degree of sight remaining after correction is 3/60 or less on Snellen Scale.

## The Cover

In the event of any **driver** authorised by **you** sustaining bodily injury by **accident** during the period of insurance resulting in:

- a) death
- b) **loss of limb**
- c) **loss of sight**
- d) permanent total disablement proved to **our** satisfaction other than as stated in a) to c) above from engaging in or giving attention to any occupation or profession

**we** will pay to **you** the amount stated in the schedule.

Provided always that:

- i) such death or disablement occurs independently and exclusively of any other cause within 12 months of sustaining bodily injury
- ii) such bodily injury occurs in direct connection with the **vehicle**
- iii) **our** liability will not exceed the amounts stated in the schedule in respect of any one **driver** and any one **event**.

## Exclusions to Section 9

This section does not cover bodily injury:

- 1 Age Limits**  
sustained by any **driver** aged under 17 years or over 75 years.
- 2 Causes**  
caused by the **driver** being intoxicated or using illegal drugs, committing or attempting suicide or exposing themselves to unnecessary danger except in an attempt to save human life.
- 3 Biological, Chemical, Radioactive or Nuclear Risks**  
directly or indirectly arising out of, contributed to by or resulting from actual, threatened, feared or perceived use of biological, chemical, radioactive or nuclear agent, material, device or weapon.

# Section 10 – General Exclusions

This policy does not cover:

- 1 Contractual Liability or Liquidated Damages**  
any liability assumed by **you** alone by agreement which would not have attached in the absence of such agreement and any indemnity in respect of liquidated damages or under any penalty clause
- 2 Earthquake or Riot**  
any accident, death, bodily injury or **damage to property** except under Section 4 and Section 9 arising during or in consequence of:
  - a) earthquake occurring outside the territorial limits or any other member of the European Union
  - b) riot or civil commotion occurring:
    - i) in Northern Ireland
    - ii) elsewhere than in any other member country of the European Union.
- 3 Lessor Negligence**  
the owner of a **vehicle** leased to **you** where liability is caused by the negligence of such owner or the servants or agent of such owner
- 4 Nuclear and War Risks and Government or Public Authority Order**  
death, injury, disablement or **damage to property** or any loss or expense resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any **nuclear installation, nuclear reactor** or other nuclear assembly or nuclear component thereof
  - c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes
  - e) except in so far as is necessary to meet the requirements of the compulsory motor insurance legislation in the country in which the insured event occurs:
    - i) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power
    - ii) nationalisation, confiscation, requisition, seizure or destruction by any government or public authority.

- 5 Unauthorised Use**  
any claim while the vehicle is with **your** general consent being:
  - a) used for any purpose not permitted under the **certificate**
  - b) driven by any person not authorised under the **certificate**.

This exclusion will not apply to claims under sections 4.6 and 5.8
- 6 Unlicensed Drivers**  
any claim while the **vehicle** is being driven:
  - a) by **you** unless **you** hold a **licence** or have held and are not disqualified from holding or obtaining such a **licence**
  - b) with **your** general consent by any person who **you** know does not hold a **licence** unless such person has held and is not disqualified from holding or obtaining such a **licence**.

This exclusion will not apply to claims under general provision 4 and section 9.

- 7 Airside**  
legal liability directly or indirectly caused by or contributed to by or arising from the **vehicle** while in or on that part of any aerodrome, airfield, airport or military installation provided for:
  - a) the takeoff or landing of aircraft or aerial devices or for the movement of aircraft or aerial devices on the ground
  - b) aircraft parking including any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangars.

- 8 Terrorism**  
any amount in excess of the sum stated in the schedule inclusive of **costs and expenses** or the minimum amount required under the compulsory motor insurance legislation in the country in which the insured event occurs whichever is the greater directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with **terrorism**.

In any action or suit or other proceedings where **we** allege that by reason of this exclusion cover is not provided under this section the burden of proving that cover is provided under this section will be upon **you**.

# Section 11 – General Provisions

## 1 Discharge of Liability

**We** may at any time pay any limit of indemnity after deduction of any sum already paid or any lower amount for which any claim can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of **costs and expenses** incurred with **our** written consent prior to the date of such payment.

## 2 Joint Liabilities

If **you** comprises more than one party **we** will indemnify each party as though a separate policy had been issued to each of them provided always that the total amount of indemnity to all such parties will not exceed the amount payable if **you** comprised only one party and in any event will not exceed any limit of indemnity stated in the schedule.

## 3 Trailers

The cover applicable to the **vehicle** applies to any **trailer** in **your** care custody or control declared to us by identification mark as if it was a **vehicle** while attached to or detached from the **vehicle** and not attached to any other motor vehicle.

In addition Section 4 will apply to any **trailer** in **your** care, custody or control but only to the extent necessary to meet the requirements of any compulsory motor insurance legislation operative within the **geographical limits**.

**We** will not be liable for:

- a) any liability if a **trailer** is being towed otherwise than in accordance with the law
- b) **damage** to **property** being carried in or on a **trailer**.

**You** will take all reasonable steps to safeguard the trailer from **damage**.

## 4 Unlicensed Drivers

The requirement of the **certificate** that the **driver** must hold a **licence** or have held and not been disqualified from holding or obtaining such a **licence** will not apply in circumstances where a **licence** to drive is not required by law.

Provided always that:

- a) the terms of the **certificate** will otherwise apply
- b) in respect of the **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 a **road**.

# Section 12 – General Conditions

## 12.1 Arbitration

Provided that liability for a claim has been admitted any dispute as to the amount to be paid will be referred to an arbitrator who will be appointed by the parties in accordance with applicable statutory provisions in force at the time and the making of an award will be a condition precedent to any right of action against **us**.

## 12.2 Cancellation

This policy may be cancelled:

- a) by **us** sending 30 days notice by special delivery mail to **you** at **your** last known address and in such event **you** will be entitled to a return of premium in respect of the unexpired portion of the period of insurance
- b) at any time mutually agreed between **you** and **us** such cancellation being effective from the date of receipt by **us** of the appropriate **certificate**. If cancellation is at **your** request within 14 working days after the conclusion of the policy (the 'Cooling-off Period), a pro rata refund will be allowed. If cancellation is at **your** request after the Cooling-off Period and during the first year of insurance any return premium will be calculated using **our** current short period rates otherwise a pro rata refund of premium will be allowed.

## 12.3 Claims Procedures

### a) Your Responsibilities

It is agreed that:

- i) on the happening of any event which could give rise to a claim or on receiving verbal or written notice of any claim **you** will:
  - 1) as soon as reasonably possible give notice to **us**; and
  - 2) as soon as reasonably possible notify the police in respect of any **damage** caused by theft, attempted theft or malicious persons; and
  - 3) as soon as reasonably possible forward to **us** or **Pen Underwriting** any notice of prosecution, inquest or fatal inquiry
  - 4) take action to minimise the **damage** and to prevent further **damage** or injury; and
  - 5) at **your** own expense and as soon as reasonably possible after any **damage** supply full details of the claim to **us** together with any evidence and information that may be reasonably required for the purpose of investigating or verifying the claim and if demanded a statutory declaration of the truth of the claim and any matters connected therewith.

- ii) no settlement, admission of liability, payment or promise of payment will be made to a third party without **our** written consent.
- iii) **You** will give all assistance as may be reasonably required by **us** and cooperate with **us** in the investigation of insured events (including by responding to reasonable requests for information in an honest and reasonably careful manner).

### b) Our Rights

- i) **We** will be entitled to take over the defence or settlement of any claim made upon **you** or any person entitled to indemnity under this policy by any other party and **you** will give all assistance as may be reasonably required by **us**.
- ii) **We** will have the right to make the final determination in relation to coverage or handling of the whole or part of any claim, however, **we** will engage with **you** during **our** investigation of the claim and give **you** the opportunity to submit to **us** any relevant evidence which could inform **our** determination as regards the claim.
- iii) **We** will be entitled to possession and ownership of the **vehicle** or its remains if any payment is made for actual or constructive total loss of the **vehicle** or under section 5.4 or 5.7.
- iv) Subject to General Condition 12.19 of this policy, **we** will be entitled to take the benefit of any rights of **yours** against any other party before or after **you** have received indemnity under this policy and **you** will give all assistance as may be reasonably required by **us**.

## 12.4 Contractual Right of Renewal (Tacit)

If **you** pay the premium using **our** direct debit instalment scheme **we** will have the right which **we** may choose not to exercise to renew this policy each year and continue to collect premiums using this method. **We** may vary the terms and conditions of this policy including the premium at renewal. If **you** do not wish to renew this policy **you** (or **your** insurance intermediary) must notify **us** prior to the next renewal date.

## 12.5 Fraudulent Claims

If a claim contains information that is false or misleading in any material respect and **you** or any **insured person** (as the case may be) either knows that it is false or misleading or consciously disregards whether it is false or misleading, or a claim is otherwise fraudulent in any respect, (**Fraudulent Claim**) **we** shall be entitled to:

- a) refuse to pay the claim; and
- b) terminate the policy by written notice in which case cover under the policy shall be treated as having terminated with effect from the date on which the **Fraudulent Claim** was submitted.

In such circumstances of termination **we** shall refuse all liability to **you** and/or any **insured person** (as the case may be) under the policy in respect of any claim made after the date of submission of the **Fraudulent Claim** (but not in respect of any claim(s) made before submission of the **Fraudulent Claim**) and **we** need not return any of the premiums paid under the policy.

#### 12.6 Alteration of Risk

**You** must tell **us** immediately of any changes to the following provided by **you** to **us** prior to the commencement or renewal of this policy:

- a) the information provided in any Proposal Form or otherwise in response to specific questions asked by **us**;
- b) the information provided and recorded in any Statement of Fact issued to **you**;
- c) the declarations made by **you** or on **your** behalf; and/or
- d) any additional information voluntarily provided.

When **you** notify **us** about a change as above, or if **you** otherwise become aware of any such change, as referenced above, **we** may reassess the premium chargeable and policy cover more generally.

**We** may refuse a claim made by **you** where there has been a change in the subject matter of the policy which results in a new risk which **we** did not agree to cover and which was beyond **our** and **your** reasonable contemplation when the policy was entered into. Failure to disclose any such change may result in difficulty obtaining insurance in the future.

#### 12.7 Duty to comply with policy conditions

- a) **You** must comply with the terms, limitations, Exclusions, Conditions and Endorsements of this policy so far as they relate to anything to be done or complied with by **you**, to include **you** cooperating with **us** in the investigation of insured events, including by responding to reasonable requests for information in an honest and reasonably careful manner.
- b) Other than where expressly provided in this policy, **your** compliance with the terms, limitations, Exclusions, Conditions and Endorsements of this policy shall be a condition precedent to any liability on **our** behalf to make any payment under the policy.
- c) Breach of any notification-related term or Condition will entitle **us** to refuse payment of a claim where **we** were prejudiced by the breach of the notification-related term or Condition in question.

#### 12.8 Other Insurances

If at the time of any occurrence giving rise to a claim there is any other insurance effected by **you** or on **your** behalf providing an indemnity in respect of such claim **our** liability will be limited to its rateable proportion. If any other insurance is subject to any provision whereby it is excluded from ranking concurrently with this policy in whole or in part or from contributing proportionally **our** liability under

this policy will be limited to any excess beyond the amount which would be payable under such other insurance had this policy not been effected.

Provided always that nothing in this condition will impose on **us** any liability from which **we** would have been relieved under section 4.8 or exclusions 2b) and 6 to section 4.

#### 12.9 (1) Pre-Contractual Representations

**You** acknowledge and accept the following:

- a) **you** have a legal duty prior to entering into the policy and/or prior to the renewal of this policy to provide responses to questions **we** ask in relation to the risk(s) to be insured.
- b) a matter about which **we** ask a specific question is material to the risk undertaken by **us** or the calculation of the premium by **us**, or both.
- c) **you** have a legal duty to answer all questions asked by **us** honestly and with reasonable care.
- d) while **we** acknowledge that **you** have no legal duty of voluntary disclosure, **you** shall ensure that information which is voluntarily provided by **you** or on **your** behalf is provided honestly and with reasonable care.

#### (2) Remedies for Misrepresentation

- a) The term "negligent misrepresentation" means a representation made without reasonable care but which was not fraudulent. Where a claim is made under the policy but an answer which was provided, or information which was volunteered, by **you** or on **your** behalf involves a negligent misrepresentation, the remedy available to **us** shall reflect what **we** would have done had **we** been aware of the full facts and shall be based on a compensatory and proportionate test, as follows:
  - i) if **we** would not have entered into the policy on any terms, **we** may avoid the policy from inception or renewal (as the case may be) and refuse all claims, but shall return the premium paid;
  - ii) if **we** would have entered into the policy, but on different terms, the policy is to be treated as if it had been entered into on those different terms if **we** so require;
  - iii) if **we** would have entered into the policy, but would have charged a higher premium, **we** may reduce proportionately the amount to be paid on the relevant claim.
- b) Where an answer which was provided, or information which was volunteered, involves a negligent misrepresentation which is identified at a time prior to there being any claim under the policy, **we** may either:
  - i) give **you** notice that in the event of a claim **we** will exercise the remedies in paragraphs (a)(i)-(iii) above as appropriate; and/or
  - ii) terminate the policy by giving reasonable notice.

- c) Where a claim is made under the policy but an answer which was provided, or information which was volunteered, by **you** involves a fraudulent misrepresentation, or where **your** conduct (relative to the policy or the steps leading to its formation) involves fraud of any other kind, **we** shall be entitled to avoid the policy from the date of commencement or renewal (as the case may be) without return of premium.

#### 12.10 Premium Adjustment

Prior to the commencement of the period of insurance **you** will pay to **us** an agreed premium deposit. **You** will supply to **us** on request the necessary information required to calculate the actual premium in accordance with the rates agreed between **you** and **us**. If the premium due differs from the deposit the difference will be adjusted as appropriate.

#### 12.11 Reasonable Care

**You** will comply with all regulations imposed by any competent authority and take all reasonable precautions to prevent or minimise accident, injury or **damage**. In addition **you** will comply with maker's recommendations made in respect of equipment insured under this policy.

#### 12.12 Declarations

Prior to the commencement of each period of insurance and at the intervals shown in the Schedule **you** shall declare to **us** (in such form as **we** shall require) the number of vehicles owned by or in **your** custody or control at such date. In the event of the number of vehicles being greater or less than at the previous declaration an additional premium or refund of premium shall be made by or to **you**.

#### 12.13 Vehicle Maintenance

**You** will at all times maintain the **vehicle** in an efficient and roadworthy condition.

#### 12.14 Vehicle Security

**You** will take all reasonable steps to safeguard the **vehicle** from **damage**.

#### 12.15 Insurance Act 1936

All monies which become or may become due and payable by us under this policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

#### 12.16 Stamp Duty

The appropriate Stamp Duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999 (or any subsequent amending legislation).

#### 12.17 Laws relating to Compulsory Motor Insurance

If, under the provisions of Section 76 of the Road Traffic Act 1961 (as amended), or the equivalent law of any other country (if any) in which **you** are covered by this policy, **we** are required by law to pay a claim which **we** would not otherwise be obliged to pay under the terms of this policy, **we** shall pay such claim but shall be entitled to recover from **you** or any other **insured person** (as the case may be) all sums paid by **us**.

#### 12.18 Effect of Continuing Restrictive Conditions

In this policy, any term that imposes a **Continuing Restrictive Condition**, including one that is intended to reduce the risk of a particular type of loss, or reduce the risk of loss occurring at a particular time or in a particular location, shall be treated as a suspensive condition. This means that if:

- a) **you** breach any such term; and
  - b) during the period of breach **you** suffer a relevant loss; and
  - c) such breach increased, in the circumstances concerned, the risk of the loss suffered by **you**,
- we** will have no liability for the loss.

#### 12.19 Subrogation

For the purposes of this clause only, the expression "Insured Person" shall mean the Insured (as stated on the Schedule) and any other person entitled to be indemnified under this policy.

This clause applies where **we** have the right to be subrogated to the Insured Person's rights against some other person but the Insured Person has not exercised those rights and might reasonably be expected not to exercise those rights because:

- a) the Insured Person and the other person are members of the same family (to be construed in accordance with the Employment Equality Act 1998), or are cohabitants (to be construed in accordance with the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010); or
- b) the Insured Person expressly or impliedly consented to the use, by the other person, of a motor vehicle insured under this policy.

Where in the above circumstances the other person is not insured in respect of their liability to the Insured Person, **we** do not have the right to be subrogated to the Insured Person's rights against that other person.

Where the other person is so insured, **we** may not recover from the other person an amount greater than the amount that that person may recover under their insurance policy.

This clause does not apply where the conduct of the other person that gave rise to the loss involved serious or wilful misconduct.

If the Insured Person is an employer, **we** will not exercise **our** right of subrogation against an employee except where the loss was caused by an employee intentionally or recklessly and with knowledge that the loss would probably result.

**Zurich Insurance**

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