

# Commercial Motor Fleet Policy Wording



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## **Introduction**

Welcome to RSA. Thank you for choosing us as your insurer.

This is your **Commercial Motor Fleet** policy wording.

Your Policy is comprised of a number of documents including the policy wording (this document), the Policy Schedule (as defined), the Statement of Fact/Proposal Form (as defined) and your Certificate of Motor Insurance (as defined). This Policy is a legal contract and all documents should be kept in a safe place.

Please read the Policy carefully and if it does not meet your needs, please return it to us or your insurance intermediary.

## Your Policy

The Policy is a legal contract between the Policyholder and RSA Insurance Ireland DAC (also referred to as the Company).

For all purposes, all parties included in the definition of the Policyholder in the Policy Schedule, shall constitute one Policyholder, or one party, or legal entity, so that there will be only two parties to the contract of insurance between the Policyholder and the Company.

The policy wording and any Policy Schedule, Statement of Fact/Proposal Form, supplementary documents, Endorsements, memoranda and Certificates of Motor Insurance should be read as if they are one document.

The Policy is made up of individual sections. The policy wording should be read together with the Policy Schedule which specifies the sections for which insurance is in place.

We have relied on the information provided by the Policyholder in response to questions asked by the Company and on information supplied by the Policyholder's insurance intermediary. Our acceptance of this risk and the premium charged, and the terms and conditions applied have been based upon the information provided to the Company.

### Cooling-off period

If you are a consumer for the purposes of the Consumer Insurance Contracts Act 2019, you will have the right to cancel your Policy as set out in this act. This means that a consumer may cancel their Policy within 14 working days of

- (a) the day when the contract is entered into or
  - (b) the day on which the consumer is given the contractual terms and conditions of the Policy
- whichever is the later.

In this situation the Company shall retain the premium for time on cover and shall return the balance of money paid. Under certain circumstances policies may be deemed to have never been in force and we may agree to void the Policy from inception and return the full premium you have paid to us.

## Important Information

<b>RSA</b>	RSA Insurance Ireland DAC trading as RSA is regulated by the Central Bank of Ireland.
<b>The law that applies to the contract</b>	The relevant European and Irish laws, allows the parties, both the Policyholder and the Company, to choose the law applicable to this contract. We propose that Irish law will apply to the contract.
<b>Use of language</b>	Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.
<b>Insurance Act 1936 (Section 93)</b>	All money which is paid or may be paid by us to you under the Policy will be paid in the Republic of Ireland.
<b>Stamp Duties Consolidation Act 1999</b>	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.
<b>Currency</b>	All monies which become due under the Policy shall be paid or payable in Euro currency unless otherwise agreed by the Company.
<b>Singular or plural</b>	Any reference to the singular will include the plural or vice versa.
<b>Legislation</b>	Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.
<b>Headings</b>	Any heading in this Policy is for ease of reference only and does not affect its interpretation.
<b>Definitions</b>	Words that begin with a capital letter are defined terms in the Policy and will have the same meaning wherever they appear in the Policy.

## Definitions

The words defined below will have the same meaning wherever they appear in the Policy if they begin with a capital letter.

### Accessories

- a) audio, multimedia, communications or navigation equipment permanently fitted to the Insured Vehicle which have no independent power source.
- b) wagon sheets, tarpaulins and safety equipment for use solely in connection with the Insured Vehicle.
- c) manufacturer's tool kit.
- d) child safety seats.
- e) charging cables for electric/plug-in hybrid vehicles.
- f) vehicle adaptations designed to assist drivers and passengers who have a physical disability.

### Agricultural Vehicle

An Insured Vehicle which is:

- a) a tractor, or
- b) a self-propelled implement used solely for agricultural or forestry purposes.

### Campervan

A vehicle designed and constructed for the carriage of passengers with living accommodation space.

### Certificate of Motor Insurance

The document which provides evidence that an insurance contract is in force and satisfies the requirements of the current Road Traffic Acts.

### Company

RSA Insurance Ireland DAC.

### Endorsement

A change to the Policy and is shown in the Policy Schedule.

### Excess

The first amount payable in respect of any claim for loss or damage to the Insured Vehicle for which the Insured is responsible and applies to each individual Insured Vehicle.

### Goods Carrying Vehicle

Any motor vehicle constructed primarily for the carriage of goods which is not an Agricultural Vehicle.

### Horsebox

A vehicle designed and constructed for the transportation of one or more horses.

### Insured Vehicle

Any motor vehicle (including its Accessories and spare parts while thereon):

- a) mentioned by description of vehicles or registration number in the Certificate of Motor Insurance.
- b) mentioned by description of vehicles or registration number in the Policy Schedule.

- c) which is carrying in the manner prescribed by law a Trade Plate bearing one of the Trade Plate registration numbers notified to the Company.

**Minibus**

Any passenger carrying motor vehicle with more than eight but not more than sixteen passenger seats.

**Motor Car**

Any private passenger carrying motor vehicle with not more than eight passenger seats and not more specifically defined.

**Motor Coach**

Any passenger carrying motor vehicle constructed and licenced to carry more than sixteen passengers.

**Motor Cycle**

Any mechanically propelled:

- a) two wheeled vehicle, or
- b) three wheeled vehicle having two wheels on one axle where the centres of the points of contact of such wheels and the road are less than 46 centimetres apart with or without a sidecar or Trailer attached and designed primarily for use on public roads.

**Period of Insurance**

- a) the period of time the Policy is in force as shown on the Certificate of Motor Insurance and any Policy Schedule, and
- b) any subsequent period for which the Company may accept payment of the premium for the renewal of this Policy.

**Policy**

The contract of insurance between the Policyholder and the Company, the terms and conditions of which can be found in the Policy wording, Policy Schedule, Statement of Fact/Proposal Form, Endorsements, memoranda and Certificates of Motor Insurance.

**Policy Schedule**

The document which describes any details specific to the Policyholder and details of the specific cover provided to the Policyholder.

**Policyholder**

Whoever is named in the Policy Schedule under the heading Policyholder.

**Pollution or Contamination**

Actual, alleged or threatened, release, discharge, escape or dispersal, of any solid, liquid, gaseous or thermal irritation contaminant including smoke, vapour, soot, fumes, acids, alkalis, chemical or waste (including materials to be recycled reconditioned or reclaimed).

**Replacement Vehicle Supplier**

An organisation with which the Company has an agreement for the provision of a temporary replacement vehicle.

**Risk Control Programme**

The requirements identified, issued and communicated by the Company following a survey of the risk.

**Road Traffic Acts**

The Road Traffic Acts of and from 1961, any amendments, replacements and subsequent related statutory instruments.

**Special Type**

Any motor vehicle constructed to operate primarily as a tool of trade and not designed for the carriage of goods or passengers and not more specifically defined.

**Statement of Fact/Proposal Form**

A record of the answers provided by the Policyholder to questions asked by the Company at the pre-contractual or renewal stage and information supplied by the insurance intermediary which have been relied upon by the Company in determining the acceptance of the risk and the premium charged and the terms and conditions that have been applied to the contract.

**Territorial Limits**

- a) the Republic of Ireland
- b) Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- c) any other member country of the European Union
- d) Andorra, Iceland, Norway, Serbia, Switzerland or Liechtenstein,
- e) any other country for which the Company agrees to provide cover following a request by the Policyholder but only for the period agreed by the Company and for which a green card has been issued,

and in the course of transit (including processes of loading and unloading) by water between any ports therein, provided that such transit shall be by a commercial carrier for a duration of no longer than 65 hours under normal conditions, including in the course transit through the Channel Tunnel.

**Terrorism**

An act including but not limited to the use of force or violence or the threat thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

**Trade Plate**

Any trade plate issued in accordance with the regulations applicable to trade plate licences.

**Trailer**

Any trailer or agricultural or forestry implement or machine which is properly constructed to be towed by a motor vehicle.

**Vehicle Keys**

Any device used for starting the Insured Vehicle or using its locks or immobiliser.



## **Insurance Provided**

The Company will provide insurance within the Territorial Limits during the Period of Insurance. The type of cover provided and the classes of vehicles insured by the Policy are as shown in the Policy Schedule.

The Sections of the Policy applicable to each type of cover are as follows:

### **Comprehensive**

- Sections 1 to 8 inclusive

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

- Section 1 but only in respect of loss or damage caused by fire, lightning, explosion, theft or attempted theft.
- Sections 2 to 8 inclusive

### **Third Party Only**

- Sections 2 to 8 inclusive

## Section 1 - Loss or Damage to the Insured Vehicle

### A Cover

#### 1 Comprehensive Cover

The Company will indemnify the Policyholder in respect of loss of or damage to the Insured Vehicle, including in our opinion damage beyond economic repair, by causes not otherwise excluded.

The Company may at its own option repair, replace or make payment of the amount of such loss or damage.

The Company's liability in respect of the Insured Vehicle shall not exceed the market value immediately prior to such loss or damage or the Policyholder's most recent declared value, whichever is the lesser.

The Company may use suitable parts not supplied by the original manufacturer.

#### 2 New Vehicle Cover

If within one year of first registration as new by the Policyholder, any Insured Vehicle is:

- a) stolen and not recovered, or
- b) damaged to the extent that the cost of repairs will exceed 50% of the manufacturer's recommended retail price plus taxes, immediately prior to such damage, and the claim is settled as a total loss, the Company will, in respect of:
  - i) a Motor Car or a Goods Carrying Vehicle not greater than 3,500 kg gross vehicle weight, owned and purchased as new by the Policyholder, pay for or provide a new replacement vehicle of the same make and model, if such replacement is available in the Republic of Ireland.
  - ii) any vehicles other than stated in i) above, pay up to a maximum amount of €5,000 above the Insured Vehicle's market value immediately prior to such loss or damage, as determined by a motor engineer.

Provided that any other interested party known to the Company consents.

The Company will be entitled to take possession and ownership of the damaged Insured Vehicle, or if stolen the subsequently recovered Insured Vehicle.

#### 3 Loss or Theft of Vehicle Keys

If the Vehicle Keys are lost or stolen the Company will pay for:

- a) the cost of replacing the affected locks,
- b) the cost of replacing the lock transmitter and central locking interface, or
- c) the cost re-coding any alarm or immobiliser system used in connection with the vehicle.

The maximum amount the Company will pay as a result of loss or theft of Vehicle Keys is €1,500 any one incident per Insured Vehicle.

### B Extensions

#### 1 Service, Repair or Parking

While the Insured Vehicle is in the custody or control of a member of the motor trade for maintenance or repair, a hotel or restaurant car park or similar commercial organisation for parking, the following shall be inoperative:

- a) Exclusion 1 of this Section.
- b) General Exclusions A a) and A c) of Section 7.

## **2 Recovery and Redelivery**

Following loss or damage insured under Section 1 of this Policy, the Company will pay the reasonable cost of:

- a) protection and removal of the Insured Vehicle if disabled, to the nearest competent repairer,
- b) delivery after repair or after recovery of the Insured Vehicle to the Policyholder's address, in the Republic of Ireland.

## **3 Hiring and other Agreements**

If the Company knows that the Insured Vehicle is hired, leased or loaned to the Policyholder under a hire purchase, vehicle leasing or other agreement, any payment under this Section shall be made to the owner whose receipt of payment shall be a discharge to the Company of any claim under the Policy.

## **4 Authority to Repair the Insured Vehicle**

Following damage insured by this Policy, the Policyholder may authorise reasonable and necessary repairs to the Insured Vehicle up to a limit of €1,000, provided that the Company is notified without undue delay.

## **5 Incorrect Fuelling**

If incorrect fuel or any other substance is accidentally put into the fuel tank of an Insured Vehicle, we will pay the cost of decontamination. The maximum amount the Company will pay is €700 for any one incident per Insured Vehicle.

## **C Exclusions to Section 1**

The Company shall not be liable for:

- 1 the Excess stated on the Policy Schedule. This exclusion shall not apply to loss or damage
  - i) caused by fire, lightning, explosion, theft or attempted theft of an Insured Vehicle.
  - ii) to the windscreen or windows (including scratching of bodywork resulting from the breakage) where this is the only damage to the Insured Vehicle.
  - iii) arising from decontamination of the fuel tank of an Insured Vehicle.
- 2 loss or damage due to theft or attempted theft if the Insured Vehicle is:
  - a) left unlocked and unattended.
  - b) left unlocked and unattended and the Vehicle Keys are left in, on or about the Insured Vehicle.
- 3 loss of use.
- 4 loss of value following repair or depreciation.

- 5 any wear, tear or general maintenance.
- 6 loss or damage caused by mechanical, electrical electronic or computer breakdowns, breakages or failures.
- 7 loss arising from deception by a purported purchaser or their agent.
- 8 damage to tyres caused by, application of brakes or punctures, cuts or bursts.
- 9 loss or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 10 loss or damage caused by any government, public or local authority, or the Gardaí legally removing, keeping or destroying the Insured Vehicle.
11. any loss or damage caused by the use of contaminated fuel or the use of incorrect fuel or the accidental introduction of any other substance to the fuel tank of the Insured Vehicle.

## Section 2 - Liability to Third Parties

### A Cover

#### **Sub-Section 1 - Indemnity to Policyholder**

The Company will indemnify the Policyholder in respect of legal liability, including claimant's costs and expenses, for:

- a) accidental death of or bodily injury to any person,
- b) accidental loss or damage to third party property, provided that the Company's liability shall not exceed the amount shown in the Policy Schedule or such greater sum as may be legally required to be insured, under the laws of the country in which the insured event occurs. The limit of liability is in respect of a single claim or a number of claims arising from one event.

In respect of any event which may be the subject of indemnity under this Sub-Section, the Company will, at their discretion and with their written consent, pay in addition:

- i) solicitors' fees for representation at any coroner's inquest or fatal inquiry or court of summary jurisdiction.
- ii) the costs of defence against a charge of manslaughter or causing death by dangerous or careless driving up to an amount of €5,000.
- iii) costs of any appeals if there is a reasonable prospect of success.
- iv) other reasonable and necessary costs and expenses incurred.

The Company shall not pay:

1. for proceedings arising from any deliberate or intentional, criminal act or omission.
2. for fines or penalties of any kind.
3. if the Policyholder is entitled to indemnity for defence costs under any other insurance policy.

#### **Sub-Section 2 - Other Persons Entitled to Indemnity**

The Company will also indemnify in the terms included in Sub-Section 1:

- a) any person permitted to drive the Insured Vehicle under the terms of the Certificate of Motor Insurance.
- b) any person using but not driving the Insured Vehicle for social, domestic and pleasure purposes, with the Policyholder's permission.
- c) any passenger in, or getting into, or getting out of the Insured Vehicle other than the driver.
- d)
  - i) any principal with whom the Policyholder has an agreement.
  - ii) any hirer of the Insured Vehicle other than under a hire purchase agreement and provided the Insured Vehicle is being used in accordance with the terms of the Certificate of Motor Insurance.  
Provided that the Company shall not be liable in respect of liability arising from the act, default or neglect of the principal or the hirer or their agent.
- e) the legal personal representatives of any person entitled to indemnity under this Section in respect of liability incurred by that person.
- f) at the request of the Policyholder any director or employee of the Policyholder provided that this has been agreed in advance by the Company.

#### **Sub-Section 3 - Cross Liabilities**

If the Policyholder comprises more than one party, the Company will indemnify each in the terms of this Policy against liability incurred to the other as if a separate policy had been issued to each.

#### **Sub-Section 4 - Unauthorised Movement of Third Party Vehicles**

The Company will provide indemnity in the terms of this Section, in respect of, an accident caused by or through or in connection with any motor vehicle not owned by or hired or leased to the Policyholder, being moved by a person in the Policyholder's employ to facilitate the passage of an Insured Vehicle described in the Policy Schedule.

Exclusions h) and i) in Section 2 do not apply to Sub-Section 4.

#### **Sub-Section 5 - Contingency Cover**

The Company will indemnify the Policyholder and no other person in the terms of Sub-Section 1 of this Section while any motor vehicle not the property of, nor provided by the Policyholder is being used in connection with the Policyholder's business by any person in the Policyholder's employ but the Company shall not be liable

- a) if there is any other insurance covering the same liability.
- b) for loss or damage to such motor vehicle.

#### **Sub-Section 6 - Towing Disabled Vehicles**

The Company will provide indemnity in the terms of this Section while the Insured Vehicle is being used for the purpose of towing one disabled mechanically propelled vehicle providing that

- a) the vehicle is not towed for reward.
- b) the Company shall not be liable in respect of loss or damage to the towed vehicle or property being carried by such vehicle.
- c) the driver of the Insured Vehicle has a valid driving licence to allow towing of the vehicle.

#### **Sub-Section 7 – Maximum Amount Payable**

The total amount payable by the Company under this Section, and any Sub Sections, in respect of, any one claim or number of claims arising from one cause, irrespective of the number of parties insured by this Policy, shall not exceed, in the aggregate, the total of any stated Limits of Liability shown in the Policy Schedule. For the purposes of any stated Limits of Liability all of the parties insured under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Company and the Policyholder.

#### **Sub-Section 8 – Fire Brigade and Emergency Services fees**

The Company will pay a fire authority for reasonable charges for which the Policyholder is legally liable under the Fire Services Act 1981 or any amending legislation in respect of any accident giving rise to a valid claim under this Policy.

#### **Exclusions to Section 2**

The Company shall not be liable, except as is necessary to meet the requirements of the Road Traffic Acts:

- a) for liability arising from the loading or unloading of the Insured Vehicle beyond the limits of any carriageway or thoroughfare, by any person other than the driver or attendant of the Insured Vehicle.
- b) for accidental death of or bodily injury to any person, arising from, and in the course of, such person's employment by the person claiming indemnity under this Section.

- c) to indemnify any person driving who is not compliant with any licensing authorities' restrictions regarding the driving of the Insured Vehicle.
- d) to indemnify any person not driving but claiming indemnity if to their knowledge, the person driving does not hold a valid driving licence to drive the Insured Vehicle unless they have held and are not disqualified from, holding, or obtaining such a driving licence.
- e) to indemnify any person other than the Policyholder if that person is entitled to indemnity under any other policy.
- f) for damage to any Insured vehicle covered by this Policy.
- g) for damage to property owned by or in the custody or control of
  - i) the Policyholder or any person claiming indemnity under this Section or
  - ii) any person in the service of, the Policyholder or any person claiming indemnity under this Section, where the property is in the custody or control of that person by virtue of that service.
- h) for damage to property being carried by the Insured Vehicle.
- i) for liability arising from:
  - i) the operation of the Insured Vehicle or attached plant as a tool of trade,
  - ii) the distribution or escape of livestock, liquids, gases or other substances (but not motor fuel, lime or fertilisers) from any Agricultural Vehicle unless such escape arises from the collision or impact of such vehicle with any object, or the overturning of such vehicle.
- j) for any liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from the Insured Vehicle, while in or on that part of any commercial or military airport, or any airfield provided for:
  - i) the take-off or landing of aircraft, or the movement of aircraft on the ground,
  - ii) aircraft parking including any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangars,
- k) for accidental death, bodily injury, loss or damage, directly or indirectly caused by Pollution or Contamination unless caused by a sudden, identifiable, unintended, or unexpected incident which occurs in its entirety at a specific time and place, during the Period of Insurance.
- l) for liability arising from the carriage of dangerous goods as referred to in any legislation and related regulations, governing the carriage of dangerous goods by road.
- m) to indemnify any person in respect of liability to any passenger not being carried legally or not in a fixed seat in the Insured Vehicle where the vehicle is not one designed primarily for the carriage of passengers.
- n) for accidental death or bodily injury sustained by any person who is driving the vehicle or is in charge of the vehicle for the purposes of driving.

Exclusion d) shall not apply when a driving licence is not required by law.

## Section 3 – Trailers

### A Cover

#### **Loss or Damage to specified Trailers**

The Company will indemnify the Policyholder in respect of loss or damage to any specified Trailer, as though it were an Insured Vehicle if:

- a) it is attached to an Insured Vehicle.
- b) it is detached from an Insured Vehicle but remains in the immediate vicinity of the Policyholder's premises or whilst temporarily detached during the course of a journey.

#### **Loss or Damage to unspecified Trailers**

The Company will indemnify the Policyholder in respect of loss or damage to any unspecified Trailer (if unspecified Trailer cover is noted as operative in the Policy Schedule), as though it were an Insured Vehicle if:

- a) it is attached to an Insured Vehicle.
- b) it is detached from an Insured Vehicle but remains in the immediate vicinity of the Policyholder's premises or whilst temporarily detached during the course of a journey.

#### **Liability to Third Parties**

The Company will indemnify the Policyholder in the terms of Section 2 of this Policy when any specified Trailer or unspecified Trailer (if unspecified Trailer cover is noted as operative in the Policy Schedule) is attached to or connected to an Insured Vehicle, or while it is detached from an Insured Vehicle but in the immediate vicinity of the Policyholder's premises or whilst temporarily detached during the course of a journey.

The Company will indemnify the Policyholder in the terms of Section 2 of this Policy when any Trailer not specified (and when unspecified Trailer cover is not operative) is attached to or connected to an Insured Vehicle.

#### **Contingent Liability Cover for Trailers**

The Company will indemnify the Policyholder, in the terms of Section 2, in respect of any Trailer the property of or hired under a hire purchase agreement to or leased under a vehicle leasing agreement to the Policyholder while it is not in the custody or control of the Policyholder.

If at the time of any claim there is any other existing insurance covering the same liability, the Company shall not be liable to make any payment under this Policy.

### B Exclusions to Section 3

The Company shall not be liable:

- a) under Section 3 A Cover, loss or damage to specified or unspecified Trailers, for Trailers with plant permanently attached while the Trailer is detached from or disconnected from the towing vehicle.
- b) if the Insured Vehicle to which a Trailer is attached is drawing a greater number of Trailers than is permitted by law.
- c) for loss or damage to any fixtures, fittings or utensils carried in or on the Trailer.
- e) for loss or damage if the Trailer is a caravan.



## **Section 4 - Special Provisions**

### **A Customs Duty**

Provided that liability arises directly from the loss or damage insured by this Policy the Company will indemnify the Policyholder against liability for the enforced payment of customs duty.

### **B Other Charges**

The Company will indemnify the Policyholder against general average contribution and salvage and sue and labour charges incurred due to the transportation of the Insured Vehicle by sea.

Provided always that:

- a) such Insured Vehicle is covered by Section 1 of this Policy.
- b) the contribution relates to the value of such Insured Vehicle.

### **C Personal Effects and Clothing**

If personal effects or clothing are lost or damaged while in or on the Insured Vehicle, the Company will indemnify the Policyholder or if the Policyholder requests, the owner of the property, by paying the amount of the loss or damage. The maximum amount the Company will pay is €750 for any one occurrence.

Provided always that the Insured Vehicle is covered by Section 1 of this Policy.

### **Exceptions**

The Company shall not be liable for:

1. money, stamps, tickets, documents or securities, bonds, vouchers, lottery tickets.
2. theft of any property carried in an open or convertible Insured Vehicle unless in a locked boot or locked compartment.

### **D Medical Expenses**

If any occupant of the Insured Vehicle, shall in direct connection with the Insured Vehicle, sustain any bodily injury caused by accidental external means, the Company will at the request of the Policyholder pay medical expenses in connection with that bodily injury up to a maximum amount of €500 for each person injured.

### **E Emergency Treatment**

The Company will indemnify any person, under Section 2, using an Insured Vehicle in respect of liability arising under the Road Traffic Acts to pay for emergency treatment fees.

### **F Unauthorised Use**

Other than as stated in General Exclusion A paragraph a) of Section 7, the Company will indemnify the Policyholder and no other person in the terms of this Policy, while the Insured Vehicle is being driven or used by any person without the knowledge or consent of the Policyholder for any purpose not permitted by this Policy.

### **G Motor Car Sharing**

The receipt of contributions as part of a car sharing arrangement for social or other similar purposes in respect of the carriage of passengers on a journey in an Insured Vehicle will not

be regarded as constituting the carriage of passengers for hire or reward or the use of the Motor Car for hiring.

Provided that;

- a) the Motor Car is not constructed or adapted to carry more than eight passengers excluding the driver.
- b) the passengers are not being carried in the course of a business of carrying passengers.
- c) the total contributions received for the journey do not involve an element of profit.

### **H Personal Accident**

The Company will pay the following benefits to the driver of the Insured Vehicle (or their personal representatives) in the event of an accident if the driver while in or getting into or getting out of the Insured Vehicle sustains accidental death or bodily injury by accidental external violent and visible means which independently of any other cause and within twelve calendar months of the accident results in:

- a) Death €10,000.
- b) Complete and permanent loss of sight of any eye €10,000.
- c) Loss by severance of a limb at or above the wrist or ankle €10,000.

Provided that payment in respect of one accident shall not exceed €10,000 in total.

### **Exception**

The Company shall not be liable for the driver sustaining such accidental death or bodily injury if they are found to have a higher level of alcohol or drugs in their blood than is prescribed by any road traffic legislation.

### **I Emergency Overnight Accommodation**

If as a result of loss or damage to the Insured Vehicle, insured by this Policy, the Policyholder or any other person entitled to drive is unable to reach their destination on the same day, the Company will pay expenses for emergency accommodation, up to:

- a) a maximum of two nights, and
- b) a maximum of €100 per person per night, but
- c) not more than €300 in total, per night, for all occupants of the Insured Vehicle.

## Section 5 - Replacement Vehicles

If an Insured Vehicle is subject to a claim under Section 1 and

- a) has been reported as such to the Company, and
- b) a valid claim in respect of such loss or damage has been made under this Policy, and
- c) is unavailable for use by the Policyholder due to such loss or damage,

the Policyholder can access a temporary replacement motor vehicle from:

- i) one of the Company's recommended repairers, if the Insured Vehicle is in the custody of such repairer, and for the duration of the repairs, or
- ii) from the Replacement Vehicle Supplier at preferential hire rates.

During this time the temporary replacement motor vehicle will be insured under this Policy as though it were the Insured Vehicle it is replacing.

The Policyholder will be liable for:

- 1) any applicable hire charge for the temporary replacement motor vehicle supplied,
- 2) the cost of fuel used,
- 3) any applicable collection and delivery charges,
- 4) any charge for the fitting or removal of Accessories.

### Availability of Replacement Vehicles

The service for temporary replacement motor vehicles described in this Section is subject to the availability of:

- a) such a vehicle from the Company's recommended repairer, or
- b) a suitable vehicle from the Replacement Vehicle Supplier.

While every reasonable effort will be made to supply a temporary replacement motor vehicle neither the Company nor the Replacement Vehicle Supplier will be liable to pay compensation or provide a vehicle from another source should a suitable vehicle be unavailable.

### Exclusions to Section 5

Temporary replacement motor vehicles are not available when loss or damage to the Insured Vehicle is caused by the breakage of the windscreens or windows where this is the only damage to the Insured Vehicle other than scratching of bodywork resulting from the breakage

## Section 6 – Breakdown Assistance

The Schedule will show if this cover is operative.

### Motor breakdown assistance

The benefits set out here apply only to the island of Ireland. To access this service please contact the service provider on the phone number shown on your Policy Schedule. This Motor Breakdown Assistance cover applies to nominated vehicles on your fleet Policy during the Period of Insurance with a gross vehicle weight (GVW) limit of 7,500 kg \*.

Cover applies for Breakdown Assistance if the Insured Vehicle is immobilised as a result of an accident, electrical or mechanical breakdown, fire, theft or any attempt at theft, malicious damage, punctures that require assistance, lost keys, stolen keys, and keys broken in the lock or locked in the Insured Vehicle. The following benefits will be provided under this service:

- One hour's labour at the roadside if your vehicle can be repaired where it breaks down or has been damaged.
- Towing your vehicle to the nearest repairer or to a repairer of your choice (\*Note: Maximum towing radius is 50 km and excludes vehicles over 3,500 kg GVW).
- Somebody to assist you in the event of a breakdown at your business address or at the home of any of your drivers.

Should you require assistance, please contact the service provider on the number noted on your Schedule. When calling please have the following information available:

- The location of the breakdown.
- The registration number of the Insured Vehicle.
- The Motor Fleet Policy number.
- A telephone number.
- A description of the problem.

To avail of breakdown assistance please use the emergency number noted on your Policy Schedule. Please note if you make your own arrangements, you will not be reimbursed. Motor breakdown assistance is a 24 hour accident, emergency and breakdown recovery service. It is there to assist you in your time of need. The choice of assistance supplied depends on the options available to the rescue provider at the time of the request for assistance. Please be aware that the cover provided will be at the discretion of the service provider as all options may not be available at all times.

### Conditions

1. No benefit shall be payable unless the service provider has been notified and have authorised assistance prior to availing of such benefit. First contact must be made via the emergency helpline number provided (see your Policy Schedule).
2. The Policy number must be quoted when calling for assistance. Please note the service provider may ask for identification such as a driving licence or other relevant identification before providing assistance.
3. If the Policy is cancelled, no return of premium will be allowed in respect of the motor breakdown assistance portion of the premium if any.

4. No benefits will be provided outside the island of Ireland.
5. Vehicles eligible for assistance will be restricted to nominated vehicles on your fleet.
6. An authorised driver must be with the Insured Vehicle when the repairer arrives. If there is no one with the Insured Vehicle the repairer will be unable to provide assistance and any subsequent assistance will be at the Policyholders cost.
7. The service provider may refuse assistance in circumstances where a driver is clearly intoxicated.
8. If the repairer has to make a forced entry to the Insured Vehicle because the driver is locked out, the driver must sign a declaration, saying that the Policyholder will be responsible for any resulting damage.
9. Cover is not applicable if the Insured Vehicle has been modified for or is taking part in racing, trials or rallying.
10. The Insured Vehicle shall at all times be maintained in a good mechanical and roadworthy condition and be regularly serviced.
11. The service provider may decide that they cannot recover the Insured Vehicle if it has modifications to its wheel arches, front and rear bumpers or alterations to its suspension levels as it may be damaged during recovery.

### Exceptions

The service provider will not be liable:

1. For any liability or consequential loss arising from any act performed in the execution of the assistance services provided.
2. To pay for expenses, which are recoverable from any other source.
3. For any claim arising where the Insured Vehicle is carrying more passengers or towing a greater weight than that for which it was designed as stated in the manufacturer's specifications or arising directly out of the unreasonable driving of the Insured Vehicle on unsuitable terrain.
4. For any accident or breakdown brought about by an avoidable, wilful and deliberate act committed by an authorised driver of the Policyholder.
5. For the cost of repairing an Insured Vehicle other than outlined in Motor breakdown assistance.
6. For the cost of any parts, keys, lubricants, fluids or fuel required to restore the Insured Vehicle's mobility.
7. For any claim caused by fuels, mineral essences or other flammable materials, explosives or toxins transported in the Insured Vehicle.
8. Any costs or charges connected with the draining or other removal of fuel, lubricants or other fluids where this is required as a result of the introduction of any inappropriate fuel, lubricants or other fluids to an Insured Vehicle.
9. For any breach of this section of the Policy or failure on the part of the service provider to perform any obligation as a result of extraordinary circumstances, government control, restrictions or prohibitions, or any other act or omission of any Public Authority (including Government) whether local, national or international, or the default of any supplier, agent or other person or of any labour disputes or difficulties or any other cause whatsoever where such cause is beyond the service providers control.
10. A claim for the completion of a journey
11. For the cost of any specialist equipment required other than standard recovery vehicle.
12. For having the Insured Vehicle stored or guarded.
13. The recovery of a vehicle immobilised by means of a wheel clamp or similar device.

14. For providing any assistance if, in the opinion of the service provider, the driver is under the influence of alcohol or drugs or are abusive towards any person providing assistance.
15. For recovery of the Insured Vehicle if modifications to or customisation of it prevent it being recovered.

## Section 7 - General Exclusions

General exclusions apply to the whole Policy unless otherwise stated.

The Company shall not be liable, except as is necessary to meet the requirements of the Road Traffic Acts, for:

### A Use and Driving

Accidental death, bodily injury, loss or damage occurring or liability arising from the Insured Vehicle being:

- a) used with the permission of the Policyholder or their representative for a purpose which is not permitted by the Certificate of Motor Insurance.
- b) driven by any permitted driver unless they hold a driving licence to drive the Insured Vehicle or have held and are not disqualified from holding or obtaining such a driving licence.
- c) driven by any person with the permission of the Policyholder or their representative:
  - i) who is not specified in the Certificate of Motor Insurance.
  - ii) who the Policyholder or their representative knows does not hold a driving licence to drive the Insured Vehicle unless they have held and are not disqualified from holding or obtaining such a driving licence.
- d) driven or used by any person who does not meet the terms and conditions of their driving licence.
- e) used for criminal purposes.
- f) deliberately used to cause harm, loss or damage.

But b), c) ii) and d) shall not apply when a driving licence is not required under the Road Traffic Acts.

### B Rallies Competitions and Motor Trials

Any liability arising from the Insured Vehicle being used:

- a) in a rally, competition or motor trial.
- b) on a racetrack.
- c) on a circuit.
- d) on a prepared course.
- e) on a derestricted toll road.

### C Contractual Liability

- a) any liability for liquidated damages, fines or penalties.
- b) any liability which has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement.

### D Trade Plate

Accidental death, bodily injury, loss or damage occurring, or liability arising, beyond the limits of any road while the Insured Vehicle is carrying a Trade Plate.

This exclusion shall not apply when during the course of a journey, the Insured Vehicle is temporarily garaged elsewhere other than in or on any premises owned by or in the occupation of the Policyholder.

### E Radioactive Contamination

Damage to any property or any loss or expense resulting or arising therefrom or any consequential loss of whatsoever nature directly or indirectly caused by or contributed to or arising from:

- 1) ionising radiations or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel;
- 2) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- 3) any weapon employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- 4) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter;

**F War**

Any consequence of war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not) civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising military or usurped power.

**G Riot and Civil Commotion**

Any consequence of riot or civil commotion. This exclusion does not apply to Section 2.

**H Terrorism**

Terrorism.

If the Company is required to indemnify the Policyholder for legal liability incurred in respect of Terrorism within the terms of any Road Traffic Acts for loss or damage to material property, the liability of the Company shall not exceed:

- a) the amount shown in the Policy Schedule or
- b) such greater sum as may be required by any Road Traffic Acts in the country in which the insured event occurs,

in respect of any one claim or number of claims arising from one cause in connection with the use of the Insured Vehicle.

This exclusion does not apply to Section 1 – Loss or Damage to the Insured Vehicle or Section 3 – Trailers, Loss or Damage to specified or unspecified Trailers.

**I Cyber Risk**

Any loss, damage, cost or expenses arising, directly or indirectly, out of;

- a) loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a computer system, portable device including mobile phones and tablets, hardware, program, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results from deliberately or negligently or unintentionally installing, executing or transferring (electronic or otherwise) a computer program that contains any malicious or damaging code including but not confined to ransomware, malware, spyware, adware, keylogger, bot, bug, virus, rootkit, worm or trojan horse or from any other cyber based malicious attacks such as denial of service whether the Policyholders property or not.
- b) loss or damage to any computer or electronically controlled equipment caused by its failing to recognise any date as the true calendar date.



## Section 8 – General Conditions

General conditions apply to the whole Policy unless otherwise stated.

### A Duty to Prevent Accidental Death Bodily Injury Loss or Damage

The Policyholder shall take and cause to be taken all reasonable steps to prevent accidental death, bodily injury, loss or damage and shall maintain the Insured Vehicle or any Trailer in an efficient and roadworthy condition.

The Company shall have free access to examine the Insured Vehicle at all reasonable times.

### B Claims Procedures and Requirements

- a) The Policyholder must report all accidents, claims and civil or criminal proceedings, to their insurance intermediary, as soon as is reasonably possible and without undue delay.
- b) Every letter, claim or other document relating to any accident, claim or civil proceedings must be sent to the insurance intermediary, as soon as is reasonably possible and without undue delay, and unacknowledged.
- c) No admission of liability or promise of payment may be made without the written consent of the Company.
- d) The Policyholder will give the Company all such assistance and information as the Company may require.

### C Duty of the Policyholder and Rights of the Company

No admission, offer, promise, payment or indemnity shall be made, or given, by or on behalf of the Policyholder without the written consent of the Company; which shall be entitled to take over the absolute control of and conduct in the name of the Policyholder the proceeding, defence, negotiation or settlement of any claim or to prosecute any claim in the name of the Policyholder for its own benefit, and shall have full discretion in the conduct of any proceeding and in the settlement of any claim.

### D Other Insurances

If at the time of any claim there is any other insurance in force covering the same damage, loss or liability, the Company shall not be liable under this Policy, except to the extent of any excess beyond the amount payable under such other insurance.

### E Right to Recover Payments

The Policyholder shall repay to the Company all sums paid by the Company because of the requirements of any law, if the Company would not otherwise have been liable for those payments by the terms of this Policy.

### F Application of Limits of Liability

In the event of any accident involving payment to more than one person, any limitation stated by the terms of this Policy in relation to the maximum amount payable, shall apply to the aggregate amount and in priority to the Policyholder.

### G Declaration and Premium Adjustment

Prior to the commencement of any Period of Insurance, the Policyholder shall provide details of all vehicles and specified Trailers owned, hired or leased by them.

The Policyholder shall provide at the declaration interval shown in the Policy Schedule, details of vehicles and specified Trailers owned, hired or leased by them, acquired or disposed of and the Policyholder shall pay an additional premium, or the Company shall pay a return premium calculated as agreed. Where any acquired vehicle does not match one of the vehicle types specified on the Policy Schedule the Policyholder must contact the Company and get expressed agreement before cover commences.

### **H Cancellation**

This Policy may be cancelled:

- a) by the Company sending fourteen day's notice by letter to the last known address of the Policyholder. The Policyholder shall be entitled to a pro rata return of premium calculated from the date of cancellation provided the effective Certificates of Motor Insurance have been returned to the Company.
- b) by the Policyholder provided they have submitted the instruction in writing to the Company. The cancellation will be effective from the date of receipt by the Company, of the notice of cancellation. A pro rata refund of premium will be allowed provided that the effective Certificates of Motor Insurance have been returned to the Company.
- c) by the Company if the Policy is paid by direct debit and the Policyholder's bank is not prepared to honour the direct debit arrangement. Cancellation will be effective from the date the unpaid direct debit fell due.

### **I Non-payment/Credit Termination**

The Company reserves the right to terminate the Policy in the event that there is a default in instalment payments due under a direct debit payment facility.

If the Company cancels the Policy, the Policyholder must return the Certificates of Motor Insurance to the Company.

### **J Motor Insurance Database**

If any of the vehicles covered by this Policy are registered in Great Britain or Northern Ireland it is a condition that the Policyholder supplies details of these vehicles as required by the relevant law applicable in Great Britain and Northern Ireland for entry onto the Motor Insurance Database.

### **K National Fleet Database**

The National Fleet Database (NFD) is a central database run by the Motor Insurance Bureau of Ireland and is used by the Gardaí to enforce motor insurance laws. It is a condition that the Policyholder uploads details of vehicles being used onto the National Fleet Database (NFD)

### **L Financial or Trade Sanctions**

The Company shall not provide any coverage or be liable to provide indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any economic, financial or trade sanctions or prohibition or restriction imposed by law or regulation in any relevant jurisdiction.

### **M Governing Law and Jurisdiction**

This Policy and any obligations, whether contractual or noncontractual, arising out of or in respect of it shall be governed by the laws of the Republic of Ireland.

Any dispute arising in respect of this Policy, or any obligations, whether contractual or non-contractual, arising out of or in respect of it, shall be subject to the exclusive jurisdiction of the courts of the Republic of Ireland

**N Changes to Risk**

Any alterations to your activities or business in the Period of Insurance which would warrant a change to any of the detail or answers in the Statement of Fact/Proposal Form should be notified to the Company on a durable medium in advance of the change occurring.

**O Risk Management**

The Company reserves the right to invoke General Condition H Cancellation or impose appropriate additional terms if the Policyholder fails to implement any Risk Control Programme within the agreed timescale.

**P Misrepresentation**

Where there has been any misrepresentation in the information provided to us, or any failure to answer our questions honestly and with reasonable care, the Company may;

- A) where the misrepresentation was made negligently, reflect the action we would have taken had we been aware of the full facts:
  - 1) if we would have charged a higher Premium we may charge an additional Premium or proportionally reduce the amount paid on a claim;
  - 2) if we would have applied different terms the contract may be treated as if it had been entered into on those terms;
  - 3) if we would not have entered into the contract, we may avoid the contract, refuse a claim and return the Premium paid;
- B) where the misrepresentation was made fraudulently, we may avoid the contract and refuse a claim.

**Q Fraudulent Claims**

If a claim contains any information that is false or misleading in any material respect, and the Policyholder knows it to be false and misleading, or consciously disregards whether it is false or misleading, the Company will:

- A) avoid the Policy;
- B) have no liability to pay any part of, or the whole of the fraudulent claim;
- C) be entitled to refuse all claims arising after the fraudulent claim;
- D) remain liable for legitimate claims before the fraudulent action.

**R Subrogation**

Before or after we pay any claim under this Policy, the Company shall be entitled if it so wishes to take over and conduct in the name of the Policyholder all claims and rights of action of the Policyholder in respect of any act giving rise to a claim under this Policy, in so far as is permitted by Law. The Policyholder shall take all necessary steps to protect the Company's rights and shall give all such assistance as the Company may require.

The Policyholder shall at the Company's request and expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss under this Policy whether such acts and things shall be or become necessary or required before or after the Company indemnifies the Policyholder.

In the event the Policyholder fails to comply with this condition the Company will seek reimbursement from the Policyholder of any monies owed.

**S Arbitration**

Any difference under this Policy or any claim for which the Company has disclaimed liability shall be referred to arbitration in accordance with the statutory provisions currently in force and the making of an award shall be a condition precedent to any right of action against the Company. Any claim for which the Company has disclaimed liability shall for all purposes be deemed to have been abandoned and not recoverable thereafter unless referred to arbitration under these provisions within 1 year from the date of such disclaimer.

## Section 9 – Additional Information (not forming part of your contract)

### RSA Data Protection Notice

At RSA we are committed to ensuring that your personal data is protected. To keep you informed, we have created a Data Protection Notice which explains how we use any personal data we collect about you and how you can exercise your data protection rights. A copy of this Notice can be found in the Terms of Business document which is issued in conjunction with the Policy document and also with renewal documentation. The Notice may be updated from time to time so you can also access it at [www.rsagroup.ie](http://www.rsagroup.ie).

### Customer Complaints Procedure

We are committed to providing our customers with a high standard of service at all times. If you have a complaint, please contact your Insurance Broker or our Customer Service team at;

RSA Insurance Ireland DAC  
 RSA House  
 Dundrum Town Centre  
 Sandyford Road  
 Dublin 16  
 D16 FC92

Telephone: 01 290 1000 / Outside Ireland: +353 1 290 1000

Email: [complaints@ie.rsagroup.com](mailto:complaints@ie.rsagroup.com)

In the event of your complaint not being resolved to your satisfaction you may contact:

The Insurance Information Service, Insurance Ireland, Insurance Centre, 5 Harbourmaster Place, IFSC, Dublin 1, D01 E7E8	Telephone: (01) 6761820  Email: <a href="mailto:feedback@insuranceireland.eu">feedback@insuranceireland.eu</a>
<b>or</b>	
The Financial Services and Pension Ombudsman (FSPO), 3 <sup>rd</sup> Floor Lincoln House, Lincoln Place, Dublin 2, D02 VH29	Telephone: (01) 567 7000  Email: <a href="mailto:info@fspoi.ie">info@fspoi.ie</a>

You may appeal a Financial Services and Pension Ombudsman finding to the High Court. We will not bear the cost of any appeal you bring.



RSA House  
Dundrum Town Centre  
Sandyford Road  
Dundrum  
Dublin 16  
D16 FC92

RSA is a registered business name of RSA Insurance Ireland Designated Activity Company(DAC).

RSA Insurance Ireland DAC trading as RSA is regulated by the Central Bank of Ireland and is a private company limited by shares registered in Ireland under number 148094 with registered office at RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16.