



Motor Trade Road Risks

POLICY WORDING



Thank you for choosing Travelers Insurance Designated Activity Company, as your Insurer.

Please read the entire Policy, Schedule, any applicable Endorsements and the Certificate of Motor Insurance and inform us immediately if there are any errors, or if the cover is insufficient for your needs.

It is advisable to keep all insurance documents in a safe place for future reference. Travelers Insurance Designated Activity Company is committed to offering the highest standards of service to all our customers and, if you are not satisfied for any reason, please refer to the information on pages 2 and 3 which informs you of the action you may take.

If there is anything you do not understand or that you require to be clarified, please call your broker. Also if you need to make a claim, contact your insurance broker immediately.

IMPORTANT NOTICE

Please read this Policy carefully to ensure that it is in accordance with your requirements and that you understand its terms, exclusions and conditions. Please contact us immediately if any corrections are necessary.

Any enquiries you may have regarding your Policy may be addressed either to the insurance broker who arranged the Policy for you or directly to us.

CLAIMS PROCEDURE

If you wish to make a claim, please contact us on 01 609 5601 quoting your policy number. Please also refer to our on-line guidance on how to make a claim which can be found at www.travelers.ie.

COMPLAINTS PROCEDURE**Our Promise To You**

- We will acknowledge complaints promptly
- We will investigate quickly and thoroughly
- We will keep you informed of progress
- We will do everything to resolve your complaint fairly
- We will learn from our mistakes and use your feedback continually to improve our service

What To Do If You Have A Complaint

If you are dissatisfied with any aspect of our service, please contact us on 01 6095600 or email us at CustomerRelations@travelers.com quoting your policy number or claim reference if appropriate. Alternatively, you can write to us at the address below:

The Compliance Officer
Third Floor, Block 8
Harcourt Centre
Charlotte Way
Dublin 2

If we have not been able to resolve your complaint to your satisfaction and you are an eligible complainant, you may refer the matter to the Financial Services and Pensions Ombudsman (FSPO) at the following address:

Financial Services and Pension Ombudsman
Address: Third Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29
Email: info@fspoi.ie
Tel: +353 1 567 7000
Website: <https://www.fspoi.ie/>

USING PERSONAL DATA: - FAIR PROCESSING NOTICE**How we treat information about you and your rights under data protection legislation.**

In order to provide our insurance services, we (Travelers Insurance Designated Activity Company acting as a Data Controller) will collect certain personal information about you. The type of information that we collect will depend on our relationship with you. For example, you may be a Travelers policyholder, prospective policyholder or a third party making a claim under a Travelers insurance policy.

If you provide us with personal information about a third party, you should share this notice with them.

We will also collect different types of information depending upon the kind of insurance cover we are being asked to provide or the kind of claim we are being asked to assess or

pay.

Some of the information we collect may be classified as 'special category data', which is data that may contain information about physical or mental health, religious beliefs and criminal and disciplinary offences (including convictions).

Your personal information may be used in a number of ways including:

- considering an application for insurance
- providing and administering an insurance policy,
- handling claims including claims validation,
- preventing and detecting fraud, including providing information to the relevant authorities.

Where relevant, we will share your information with other companies in the Travelers group, third parties such as claims handlers, loss adjusters, other insurers and reinsurers, fraud prevention agencies, service companies associated with our products, or as required by law (including providing the information to government or regulatory authorities). This may involve the transfer of your information to countries inside and outside the European Economic Area.

If your policy includes motor cover, we will pass your policy details to the Motor Third Party Liability Database maintained by the Motor Insurers' Bureau of Ireland (MIBI). For information about how the MIBI may use this information, please click <https://www.travelers.ie/privacy-policy>

We may also use your personal information for marketing purposes, but only in accordance with your marketing preferences.

For more information about how we process your data and the rights you have, please click <https://www.travelers.ie/privacy-policy>

SUMMARY OF CONFLICTS OF INTEREST POLICY

Travelers maintain an internal Conflict of Interest policy which identifies circumstance which may give rise to a potential for conflict of interest.

Where a conflict of interest or suspected conflict of interest has been identified, and cannot be reasonably avoided, we will disclose the general nature and or source of the conflict of interest to you and your insurance intermediary.

Travelers will not proceed and bind any insurance contract with you unless you the policyholder have acknowledged, in writing, that you are aware of the conflict of interest and still want to proceed with your insurance contract with us, and, that your intermediary confirms in writing the conflict does not damage your best interests.

COOLING-OFF PERIOD

If your annual turnover is EUR 3,000,000 or less, you can cancel this policy within 14 days from the date you received your insurance documentation ('the cooling off period').

If you choose to cancel this policy during the cooling off period, we will return your premium in full provided that you have not:

- made a claim under the policy, or
- changed any term or condition of the policy during the cooling-off period

The deemed date of receipt of your insurance documentation shall be the day of sending (if sent by email) or the second day after posting (if sent by post).

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IMPORTANT:

The Schedule you get with this Policy shows the relevant Sections and Endorsements that apply to you

Definitions

The following words shall have the same meaning wherever they appear in this Policy:

We / Us / Our: Travelers Insurance Designated Activity Company .

You / Your: The person named as the Insured in the Schedule.

Insured Vehicle

A vehicle which falls into one of the following categories and is not contained in the list of excluded vehicles on Pages 5 .

- (1) A vehicle owned by You and registered in Your name.
- (2) A vehicle owned by You for the purpose of resale in connection with Your motor trade business only. Documentary evidence of purchase is required.
- (3) A customer's vehicle in Your custody or control whilst it is being repaired, serviced, tested, maintained, altered or inspected by You.

Certificate of Motor Insurance

The document which is evidence that You have the minimum motor insurance required by law and bears the number of this Policy as the Certificate Number.

Schedule

The Schedule attached to the Certificate of Motor Insurance which indicates details of cover - Policy Sections and Endorsements applicable to You.

Period of Insurance

The duration of this Policy as shown in the Schedule and any further period for which We accept payment of premium for the renewal of this Policy.

Complete Year of Insurance

A 12-month period from the inception of this Policy and from any further renewal date of this Policy.

Excess

The amount You must pay towards a claim.

Spouse

Legally married husband/wife.

Accessories

Items that relate exclusively to the Insured Vehicle, and are optional additions to the basic Insured Vehicle produced by the manufacturer.

Road Traffic Acts

The Road Traffic Acts of and from 1961, any amendments, replacements and subsequent Related Statutory Instruments.

Public Place

This means any street, road or other place to which the public has access with vehicles as of right or by permission

and whether subject to or free of charge.

Business / Trade Premises

The premises situated at the business address specified in the Proposal Form or any subsequent declaration.

Dangerous Driving

A charge or conviction under Section 53 of the Road Traffic Acts 1961.

Introduction

Basis of Contract

The Policy, Certificate of Motor Insurance, the Schedule and any Endorsements are one contract. If a word or phrase has a specific meaning in any of these documents, it will have the same meaning wherever it appears.

You and We agree the following:

1. The Proposal Form and the Declaration contained in the Proposal Form, which You have used to apply to Us for this insurance, is part of this contract.
2. We will provide insurance subject to the terms of this Policy, during the period of insurance, whilst the Insured Vehicle is:
 - a) Being driven in a public place or temporarily parked or garaged in the course of a journey.
 - b) Garaged in the private domestic garage or parked in the private driveway at the private residence of the Insured or any named person in the Schedule.
 - c) Parked on a public road outside a one-mile radius of the Business/Trade Premises (as described on the Certificate).

But excluding

- (i) Theft/larceny cover whilst the Insured Vehicle is located within one mile radius of the business/trade premises, forecourt or compound owned or leased/rented by or in the occupation of the Insured (as described on the Certificate of Motor Insurance) or any business partners, individual directors, employees, spouse, family members, partner or members of Insured's household or drivers named on the Certificate of Motor Insurance.
- (ii) Any loss or damage whilst the Insured Vehicle is on any business/ trade premises, forecourt or compound owned or leased/rented by or in the occupation of the Insured or any business partners, individual directors, employees, spouse, family members, partner or members of Insured's household or drivers named on the Certificate of Motor Insurance.
- (iii) Accident, injury, loss or damage occurring outside the Republic of Ireland, Northern Ireland, Great Britain, The Isle of Man or The Channel Islands.

3. The following Vehicles are excluded from the standard Policy cover:

- a) Any vehicles personally owned by business partners, individual directors, employees, spouse, family members, partner or members of Insured's household or drivers named on the Certificate of Motor Insurance.
 - b) Motorcycles, mopeds, scooters, quad bikes and qPods.
 - c) Agricultural vehicles, mechanically propelled plant or machinery.
 - d) Steam-driven vehicles, teleporters and loadalls.
 - e) Any Vehicle being used for the conveyance of passengers or goods for hire or reward but use
 - (i) of Recovery Vehicles licensed and used under the Recovery Vehicle Taxation Class.
 - (ii) under a trade plate for tuition or demonstration purposes is not deemed to be hire or reward.
 - f) (i) Any Vehicle hired by the Insured under a hire purchase agreement to business partners, individual directors, employees, spouse, family members, family members, partner or members of Insured's household or drivers named on the Certificate of Motor Insurance.

(ii) Any Vehicle transporter or vehicle transported and trailer capable of carrying more than two Vehicles at any one time.
- Unless the Vehicle is in the custody or control of the Insured for sale repair, testing, servicing, maintenance, alteration or inspection.
- g) Any Vehicle conveyed.
 - h) Any Vehicles used for self-drive hire.
 - i) Vehicles hired by the Insured or loaned out by the Insured - including sponsorship cars.
 - j) Vehicles with a designed gross vehicle weight in excess of 10 tonnes unless specified on the Schedule.
 - k) Vehicles in any business/trade premises, forecourt or compound owned or leased/rented by or in the occupation of the Insured or any business partners, individual directors, employees, spouse, family members, family members, partner or members of Insured's household or drivers named on the Certificate of Motor Insurance.
 - l) Vehicles with a value in excess of €90,000 unless otherwise specifically agreed and specified in the Schedule.

4. The following conditions apply:
- a) You must comply with the terms, provisions, conditions and any specified Endorsements of this Policy.
 - b) You must complete an Accident Report Form and forward all documents as required by Us.
 - c) There must be no exceptions or exclusions which apply.
 - d) You must have paid the premium.
 - e) The statements and answers given in the Proposal Form and Declaration must be correct and complete to the best of Your knowledge and belief.
 - f) You must give Us immediate notification with full details of any alteration in the risk, which materially affects this insurance.

Failure to complete and supply all documents and to disclose all relevant information requested by Our Claims Department, following an accident or loss, will result in Your Policy being cancelled and in rejection of the claim.

For example, full details should be provided of the following types of changes:

- Modifications or alterations to the Insured Vehicle.
- Change of address - both Your home address and trade premises.
- Change of occupation of You or any person named in the Schedule of this Policy.
- Change in Your business activities or the addition of new activities.
- Change of drivers on the Policy.
- Change in the ownership or registered ownership of those vehicles which have been declared to Us as owned and registered to You.
- Any convictions, pending prosecutions, verbal warnings or accidents involving You or any person named in the Policy Schedule.
- Any physical infirmities or medical condition of You or any driver who may drive the Insured Vehicle.
- Any new involvement in or ownership of sports / high performance vehicles.
- Any new involvement in or ownership of Canadian and/or American vehicles.
- Change in the Use of any Insured Vehicle.

If You have any doubts as to whether certain facts or information are of relevance, please ask Your insurance broker.

Failure to disclose all relevant information may invalidate Your Policy or result in Your Policy not operating fully and in rejection of a claim.

Section 1

Legal Liability to Others

1. Cover for You

- a) We will cover You against legal liability for accidental damages and claimant's costs and expenses for:
- Death of or bodily injury to any person.
 - Damage to property up to a limit of €30,000,000 in respect of private cars and €1,300,000 in respect of commercial vehicles and all other vehicle types in respect of any one claim or number of claims arising out of one cause in the event of any accident caused by through or in connection with the:
 - (i) Insured Vehicle.
 - (ii) A trailer or disabled mechanically propelled vehicle which is attached to or under tow (as permitted by law) by the Insured Vehicle.
 - (iii) Any detached single-axle trailer not exceeding one-half ton unladen weight but excluding caravans, mobile homes, trailer tents, boat trailers and any trailer which incorporates machinery or other equipment.
- b) We will pay the solicitor's fee (incurred with Our prior written permission) for:
- (i) Representation at any Coroner's Inquest.
 - (ii) Representation in any Court of Summary Jurisdiction to defend You against any civil legal action taken as a result of the accident.
- c) If they relate to an incident which is referred to in 1 a) above We will also arrange and pay costs for legal services up to €1,300 to defend You against legal action for manslaughter or causing death by reckless or dangerous driving if the death in connection with this charge is the subject of cover under this Section.

2. Cover for Other People

We will cover the following people in the same terms as Sub Section 1 above:

- a) Any person driving the Insured Vehicle with Your permission who is named in the Certificate of Motor Insurance.

- b) At the request of the Insured, any passenger in or getting into or getting out of the Insured Vehicle (but not a driver or person in charge of such vehicle for the purpose of driving).

3. Cover for Legal Personal Representatives

If any person dies and they have incurred any liability which is covered under this Section, We will cover their legal personal representatives within the terms and limits which applied to that person under this Policy.

4. Avoiding Certain Terms and Rights of Recovery

If the law of any country in which Your Policy operates requires Us to make a payment in relation to a claim which We would not otherwise have been required to make under this Policy, We reserve the right to recover this amount from You or from the person who incurred the liability.

5. Emergency Treatment Fees

Insofar as it concerns occurrences in Great Britain, Northern Ireland, The Isle of Man or The Channel Islands, We will indemnify the Insured and any Named Driver using the Insured Vehicle against liability for emergency treatment payments as required by the Road Traffic Acts in effect at the time of this Policy, of the above named jurisdictions.

6. Fire Brigade and Emergency Services Fees

We will indemnify the Insured and any Named Driver using the Insured Vehicle against liability for fire brigade and emergency services call-out charges to a limit of €1500.

Exceptions to Section 1

We do NOT cover:

1. Death, illness or bodily injury to the driver of any motor vehicle or a person in charge of any motor vehicle for the purpose of driving, covered by either Section 1 or Section 2.
2. Death, illness or bodily injury to any person (including any passenger) while in or on any trailer, semi-trailer or caravan covered by this Policy, whether coupled to the Insured Vehicle or otherwise.
3. Death, illness or bodily injury to any passenger not being carried legally or not on a fixed seat in the Insured Vehicle.
4. Damage or loss in respect of an Insured Vehicle.
5. Loss or damage to any trailer or disabled mechanically propelled vehicle covered by this Policy or to any property carried in or on such trailer or disabled mechanically propelled vehicle.
6. Loss or damage to property if the person claiming to be covered under Section 1 owns or controls or holds in trust or has custody of that property.
7. Death illness bodily injury or damage to property directly or indirectly caused by or contributed to by or arising from:
 - a) Wrongful delivery or specification of the load of the Insured Vehicle.
 - b) Seepage contamination or pollution of any kind by the Insured Vehicle or its load.
 - c) Any defect in the load of the Insured Vehicle or its packaging.
 - d) Treatment commodities or services provided or supplied at or from the Insured Vehicle.
8. Death, illness, bodily injury or damage to property in connection with:
 - a) The bringing of any load to the Insured Vehicle for loading thereon; or
 - b) The taking away of any load from the Insured Vehicle after unloading therefrom.
9. Loss or damage to any motor vehicle or damage to any property sustained in or on such vehicle which is covered by Section 1.
10. Any person under part 2 or 3 of Section 1 if:
 - a) That person does not follow and comply with the terms, conditions and Endorsements of this Policy as far as they apply to that person.
- b) That person is entitled to cover under any other Policy.
11. Death, illness or bodily injury to any person arising out of and in the course of such person's employment by the person claiming to be indemnified under this Section except so far as is necessary to meet the requirements of the EC Directive on insurance of civil liabilities arising from the use of motor vehicles.



Section 2

Accidental Damage to the Insured Vehicle

We will pay for accidental damage to an Insured Vehicle and its accessories and spare parts while they are in or on the Insured Vehicle subject to the Limits of Payment as described in provisions to Section 2 and 3 sub-section B.



Section 3

Loss of or Damage to the Insured Vehicle Caused by Fire or Larceny

We will pay for loss of or damage to an Insured Vehicle and its accessories and spare parts while they are in or on the Insured Vehicle, if caused by:

- Fire
- Larceny or attempted larceny

subject to the Limits of Payment as described in provisions to Sections 2 and 3, sub-section B.

Provisions to Sections 2 and 3

A. Payment of Claims

The Company may choose to repair, reinstate or replace the Insured Vehicle or any part of it or its accessories or spare parts, or We may pay the amount of the loss or damage in cash.

If We know that the Insured Vehicle is hired under a hire purchase agreement or a leasing agreement, We will make any payments to the legal owner if that is required under that agreement. Once We have paid the owner, We are no longer liable for the loss or damage.

B. Limits of Payment

We will pay in the following terms for any claim for loss of or damage to the Insured Vehicle and its accessories and spare parts:

- Up to the trade market value of an Insured Vehicle owned and/or owned and registered to the Insured at the time of the loss or damage.
- Up to the retail market value for customers vehicles held in the Insured's custody or control for repair, service, alteration or inspection

but subject always to the following maximum limits of payment:

- (i) A maximum amount of €90,000* payable in respect of any one claim or series of claims arising out of the one event in respect of an Insured Vehicle owned and/or owned and registered to You as defined in Definitions—Insured Vehicle categories (1) and (2) on Page 5
- (ii) A maximum amount of €90,000* payable in respect of any one claim or series of claims arising out of the one event in respect of a customer's vehicle held in Your custody and control whilst their own vehicle is being repaired, serviced, tested, maintained, altered or inspected by You as defined in Definitions - Insured Vehicle category (3) on Page 5.

** Unless otherwise specifically agreed and specified in the Schedule*

- Subject to an aggregate maximum amount of €250,000 payable in the Period of Insurance.
- If any spare part is lost or damaged and We cannot get a replacement from stock in the Republic of Ireland We will pay the cost of this part as shown in the last price list issued by the manufacturer for use in the Republic of Ireland.

- We will not pay for that part of the cost of any repair or replacement that improves the Insured Vehicle beyond its condition before the loss or damage occurred.

C. Recovery and Delivery

Following loss or damage which is covered under Section 2 or 3, We will pay:

- The cost of storing the Insured Vehicle and taking it to the nearest suitable repairer, up to a maximum of €200.
- A reasonable cost of delivering the Insured Vehicle after the loss or damage is repaired to Your address as shown in the Schedule.

Exceptions to Section 2 and 3

We do NOT cover:

1. Loss of use, depreciation, wear and tear, mechanical or electrical breakdowns, failure or breakages.
2. Any fall in the trade or retail market value of the Insured Vehicle under any circumstances.
3. Damage to tyres caused by using brakes or by punctures, cuts or bursts.
4. Loss or damage which is the direct result of pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
5. Loss or damage to the Insured Vehicle as a result of deception or any fraudulent action by a purported purchaser or his agent.
6. Loss of or damage to radio/stereo telephones or mobile phones and their component parts or ancillary equipment.
7. Loss or damage occasioned by theft or attempted theft or any malicious act expedited or in any way brought about by any business partners, individual directors, employees, spouse, family members, partner or members of Insured's household or drivers named on the Certificate of Motor Insurance.
8. Loss of or damage to property being carried in or on any trailer, disabled mechanically propelled vehicle or the Insured Vehicle.
9. Damage or loss caused by defective workmanship or by work being done on the vehicle by You or by any person acting on Your behalf.
10. Loss of or damage to an Insured Vehicle where reasonable steps were not taken to secure the vehicle or where the vehicle was left unlocked and/or the vehicle keys were left in the ignition or in or on the vehicle.
11. Loss of or damage to an Insured Vehicle as a result of larceny or attempted larceny whilst it was at or located within one mile radius of any business/trade premises, forecourt or compound owned or leased/rented by or in the occupation of the Insured, any business partners, individual directors, employees, spouse, family members, partner or members of Insured's household or drivers named on the Certificate of Motor Insurance.
12. Loss of or damage to vehicles of Canadian or American manufacture.
13. Any Excess as shown in the Schedule and (where applicable) the Excess shown below. This additional Excess is based on the age or experience of the driver

in charge of the Insured Vehicle at the time of the loss or damage.

Additional Excess	Amount
Provisional Licence holder aged between 17 – 20 yrs	€500
Provisional Licence holder aged between 21 – 24 yrs	€350
Provisional Licence holder aged 25 years and over	€250

14. Loss of or damage to agricultural vehicles or mechanically propelled machinery and/or plant.
15. Loss or damage to catering vehicles.
16. Loss or damage to audio/visual equipment and their component parts or ancillary equipment.

Section 4 – Using the Insured Vehicle Abroad

European Union Cover -

We provide the minimum cover necessary to comply with the laws of any State which is a member of the European Union whilst the Insured Vehicle is being used in that country. If the minimum cover in the Republic of Ireland is greater than the minimum required in the Member State in which the Insured Vehicle is being used, the higher level of cover shall apply.

We also provide the minimum legal cover necessary to use the motor vehicle in any other country where arrangements have been made or are made during the validity of this Policy to follow European Union Directives on insurance of civil liabilities arising from motor vehicles which have been or will be approved by the Council of the European Union.

Please take Your Certificate of Motor Insurance with You as evidence that Your Policy meets the minimum European Union requirements.

This does not mean, however, that full Policy cover applies in these countries.

Full Policy Cover – European Travel

For visits abroad, You are advised to obtain the equivalent cover of this Policy by asking Us to issue a Territorial Extension (Endorsement 44). We may grant You such cover for the countries specified in Endorsement 44, if You ask Us to issue a Territorial Endorsement and pay any additional premium required.

Included in this extension is cover for the Insured Vehicle while in transit between the Republic of Ireland and any of the countries specified on the extension.

Full Policy cover will not be operative unless You obtain a Territorial Extension for visits beyond the Republic of Ireland, and the territorial limits specified in the introduction to this Policy.

Spain – Bail Bond

Subject to payment of any additional premium required, We will provide a guarantee or deposit up to €1,300 to secure release, if as a result of an accident in Spain which is covered under this Policy, You or the named driver of the Insured Vehicle are detained or the Insured Vehicle is impounded by the authorities. As soon as the guarantee is released or the deposit becomes recoverable, You must comply with the formalities and give Us every assistance to secure its cancellation or return. You must pay Us immediately any amount forfeited or paid in fines and/or costs of legal proceedings.

Section 5

No Claim Discount - Step-Back

If no claim is made or arises under this Policy during the Period of Insurance and there has been no transfer of interest, We will reduce the next renewal premium by a No Claim Discount based on Our six-year scale.

If a claim is made or arises under this Policy, any No Claim Discount previously earned will be reduced at the next renewal as shown below.

NCD Step-Back Scale

No Claim Discount	No Claim Discount Reduction
6 years	reduced to 4 years
5 years	reduced to 3 years
4 years	reduced to 2 years
3 years	reduced to 1 year
2 years	reduced to Nil
1 year	reduced to Nil

If a claim is made or arises late in the expiring Policy period and after the Renewal Invitation Schedule has been issued, We may take one of the following two options:

1. Revised Renewal - Late Notification of Claim

If any claim is made or arises in the expiring Period of Insurance and had been disregarded in the calculation of the No Claim Discount shown in the Renewal Invitation Schedule, We may, at Our option, recall the original Renewal Invitation Schedule issued and replace it with a revised Renewal Invitation Schedule reflecting the correct No Claim Discount entitlement. The additional premium due will become immediately payable on renewal of the Policy.

2. Deferment Clause

If any claim in the expiring Period of Insurance has been disregarded in calculation of the No Claim Discount shown in the Renewal Invitation Schedule, We may, at Our option, treat such claim as having arisen during the Period of Insurance shown in the Renewal Invitation Schedule.

Your entitlement to No Claim Discount cannot be transferred to any other person.

Section 6

Personal Belongings of Customers

Payment will be made direct to such customer who shall comply as far as possible with the terms, provisions, conditions and any endorsements of this Policy and their receipt of payment will end Our liability.

We will pay Your customer for loss of or damage as a result of fire, theft or accident to personal effects belonging to them and held in their own vehicle whilst it was in Your, or that of any named person in the Schedule, custody or control for service, repair, test, maintenance or alteration.

We will NOT pay:

- More than €300 in respect of any one occurrence or €600 in any one period of 12 months.
- For any loss or damage whilst the Insured Vehicle is on any business/trade premises, forecourt or compound owned or leased/rented by or in the occupation of the Insured or any business partners, individual directors, employees, spouse, family members, partner or members of Insured's household or drivers named on the Certificate of Motor Insurance, or garaged in the private domestic garage or parked at the private residence of You or any drivers named on the Certificate of Motor Insurance.
- For any loss or damage occurring to personal effects which were stored anywhere in the vehicle other than in a locked boot or glove compartment.
- For money or equivalent (these include coins and bank notes used as legal tender, cheques, drafts, postal and money orders, prize bonds, travellers cheques, saving stamps and certificates, gift tokens, luncheon vouchers, phonecards and travel tickets, credit, debit charge, cheque or cash dispenser cards, stamps, tickets, documents, securities and share certificates).
- For goods or samples being carried for any trade or business.
- For theft of property carried in an open or convertible vehicle unless the property was in the locked boot of the vehicle.
- For items which are covered by another insurance policy.
- For theft of personal effects unless there is violent or forcible entry to the Insured Vehicle and the Insured Vehicle is locked when unoccupied.
- For loss of or damage to radio and mobile phones their component parts or ancillary equipment.
- For property lost or damaged whilst the vehicle is parked overnight.

General Exclusions That Apply To The Whole Policy

1. We will not pay for any accident, injury, loss or damage if:
 - a) The Insured Vehicle is driven by any person not described as a person entitled to drive in the Certificate of Motor Insurance.
 - b) The Insured Vehicle is driven by any person who does not hold a licence to drive such a vehicle. This does not apply if the person has held such a licence and is not disqualified from holding or obtaining such a licence.
 - c) The Insured Vehicle is used other than in accordance with the limitations as to use as shown in the Certificate of Motor Insurance.
 - d) The Insured Vehicle is being used or driven to the knowledge of the Insured in an unsafe and unroadworthy condition.
2. We will not pay for any liability arising out of agreements made between You and any other party unless such liability would otherwise have been accepted under this Policy.
3. We will not pay for:
 - a) Any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss,
or
 - b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - (i) Ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
 - (ii) The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 - (iii) Pressure waves caused by aircraft or other aerial devices traveling at or above the speed of sound.
4. We will not pay for any loss destruction damage or liability directly or indirectly occasioned by or through or in consequence of:
 - a) Earthquake, war, invasion, acts of foreign enemies, hostilities or
- war-like operations (whether war declared or not), civil war, mutiny, civil commotion, assuming the proportions of or amounting to popular military rising, insurrection, rebellion, revolution military or usurped power or Martial Law except so far as is necessary to meet the requirements of the Road Traffic Acts.
- b) Civil commotion in Northern Ireland.
- c) Confiscation, nationalisation, or requisition or destruction of property by or on order of any government or public or local authority.
- d) Any act or acts (whether threatened or actual) of any person or persons involving the causing, occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made in whole or in part for political, religious, ideological or similar purposes.

Or any action taken in controlling, preventing, suppressing or in any way relating to any of the above.

If the Company alleges that by reason of this exclusion any loss damage cost or expense of whatsoever nature is not covered by this insurance, the burden of proving the contrary shall be upon the Named Insured.
5. We will not pay for:
 - a) Any damage to aircraft or article therein or death of or bodily injury to persons inside boarding or alighting therefrom caused by any motor vehicle insured under this Policy.
 - b) Any consequential loss in connection with any aircraft or airport operation arising out of the presence of any such motor vehicle in any area to which an aircraft has access.
6. Claims made by any holding subsidiary or associated company or firm of the Insured, or by a company which is part of a group of companies of which the Insured is also a part.
7. Fines, penalties, punitive aggravated or exemplary damages or damages of like nature.
8. The cover provided by this Policy shall expressly exclude all loss damage and liability caused by or arising out of the use of any agricultural type vehicle or mechanical plant type vehicle whilst being used as a tool of trade, except so far as is necessary to meet the requirements of the Road Traffic Acts.
9. The Company shall not be liable for any loss damage or liability caused by or brought about during any act of repossession or recovery of an Insured Vehicle.
10. The Company shall not be liable for all loss, damage or liability caused by or arising out of the use of steam cleaning equipment.

11. Where the Insured Vehicle is a motor caravan, campervan or a catering vehicle, We are not liable for the following:

- a) Under Section 1 We are not liable for any person's death, bodily injury or illness if this is caused by or arises out of:
- Poisoning of any kind or any contamination of food or drink,
- or
- Anything harmful in the condition of any goods that are supplied at or from the Insured Vehicle, or if the condition of the container of these goods is faulty.
- b) Under Sections 2 and 3, We are not liable for:
- Loss of or damage to permanent fixtures and fittings of the Insured Vehicle unless the bodywork of the motor vehicle is damaged at the same time and by the same cause.
 - Loss of or damage to non-permanent fixture or fittings of the Insured Vehicle.
 - Loss of or damage to any item of equipment which the vehicle manufacturers do not supply as standard.
 - Loss or damage by fire and/or explosion caused by installations for cooking, heating, lighting or refrigeration purposes or any fuel supply relating to such.

Conditions That Apply To The Whole Policy

1. Accident and Claim Procedure

You or Your legal personal representatives must inform Us immediately in writing about any accident, injury or damage and send Us any letter, claim, writ, summons or other information about the accident or claim as soon as You receive same. You or Your legal personal representatives must also inform Us immediately of any intended civil or criminal proceedings or Coroner's Inquest for which there may be liability under this Policy. You must complete an Accident Report Form and supply any other documents as requested by Us.

2. Conduct of Claims

You or any person insured by this Policy must not negotiate, admit liability or make any offer, promise or payment for any claim unless You have Our written permission. We are entitled to take over and conduct in Your name (or in the name of any person covered by this Policy) the defence, prosecution or settlement of any claim for Our own benefit. Anyone making a claim under this Policy must provide any information and assistance We may reasonably require.

3. Other Insurances

If a claim for loss, damage or liability arises under this Policy and it is covered by any other insurance, We will only pay Our rateable share of the claim. We are not required to make any payment under this condition if We would not have been liable.

- a) because of Exception 10 (b) to Section 1.

4. Documentation Requirement

If a claim for loss, damage or liability arises under this Policy We will ask You to forward to Us the following documentation in addition to any other relevant documentation that We may require:

- a) Fully completed Accident Report Form.
- b) Your current driving licence and that of any other driver named on the Schedule.
- c) The Insured Vehicle's 'Vehicle Licensing Certificate'.
- d) Bill of sale or proof of purchase receipt, whichever is relevant, and copy of form RF2.

Failure to comply with Our requests for all relevant documentation could invalidate Your insurance and may result in the Company issuing a cancellation notice or withdrawing the offer of renewal of Your Policy.

5. Care of the Insured Vehicle

You must take all reasonable steps to protect the Insured Vehicle from loss or damage and keep it in an efficient and roadworthy condition. Whilst not being

driven, the Insured Vehicles must be locked at all times and the vehicle keys removed from the ignition and the vehicle. If We ask, You must allow Us free access to examine the Insured Vehicle at any reasonable time.

6. Policyholder's Duty

- a) The truth of any information in connection with this insurance supplied by or on behalf of You which shall be the basis of and incorporated in this contract.
- b) Observance of the terms of the Policy relating to anything to be done or complied with by You or so far as they can apply by any other person entitled to indemnity under this Policy.

7. Cancellation

We may cancel this Policy by sending 7 days' notice by registered post to Your last known address. When the Certificate of Motor Insurance and Insurance Disc are returned to Us, We will refund the pro-rata portion of the premium for the unexpired period of insurance. If there has been a claim during the Policy period, no refund of premium will be made. All claim notifications will be considered as a claim until such time that the claim is settled and liability settled. On Your failure to return the Certificate of Motor Insurance and Disc to Us, written notification will be sent by Us to the relevant Government Department.

You may cancel this insurance by giving Us 7 days' notice in writing. Providing there have been no claims during the current complete year of insurance and You return the Certificate of Motor Insurance and Insurance Disc to Us, We will refund the premium less the Insurer's short period rate for the time the Policy has been in force. See Our Short Period Rates table on Page 24.

Cancellation will be effective from the date We receive the Certificate of Motor Insurance and Insurance Disc and shall be a prerequisite to any return of premium.

8. Total Loss Claims

If We pay in respect of any claim under Sections 2 or 3 of this Policy on the basis the Insured Vehicle is a total loss, no refund of Your premium will be given. We will, however, allow You to substitute a replacement Motor Vehicle on the Policy.

9. Arbitration

Any dispute between You and Us regarding Our liability in respect of a claim or the amount to be paid shall, in default of an agreement, be referred within twelve months of the dispute arising to an Arbitrator appointed jointly by You and Us, or failing agreement appointed by the President for the time being of the Incorporated Law Society of Ireland, and the decision of such Arbitrator shall be final and binding on both parties. Where any difference is referred to arbitration, the making of an award shall be a prerequisite to any right of action against Us.

Any claims not referred to arbitration within 12 calendar months from the date of disclaim of the liability shall be deemed to have been abandoned

10. Drink / Drugs Clause

Our liability will be restricted to provide only the minimum insurance cover as required by law, if:

- i) As a result of any accident, injury, loss or damage, any person driving is convicted of an offence under Section 49 and/or 50 of the Road Traffic Act 1961 or 13, 14 and 15 of the Road Traffic Act 1973 or any equivalent offence under the laws of other countries to which this insurance applies.

In respect of a pending prosecution, any decision in relation to the cover provided by this Policy would be determined when the pending prosecution has been fully determined.

11. Judgements in Foreign Courts

We will not be liable for any proceedings or judgement made in any court outside the Republic of Ireland unless such judgement is obtained in the court of a foreign country to which We have agreed to extend cover.

12. Changes to the Law

Any references to Road Traffic Acts or other Acts of the Oireachtas in this Policy include any act that changes or replaces them. It also includes similar laws in England and Wales, Scotland, Northern Ireland, The Isle of Man, The Channel Islands and any other country to which this insurance applies.

13. False Information

If You make any claim which is false or fraudulent or has any fraudulent means or devices used by You or anyone acting on Your behalf to obtain benefits or protection under this Policy, all rights under this Policy will be forfeited.

14. Contract Law

The parties to this contract are free to choose the law that will apply. Unless specifically agreed to the contrary, this insurance Policy will be subject to the laws of the Republic of Ireland.

15. Laws relating to Compulsory Motor Insurance

Nothing in this Policy shall affect the right of any person to recover an amount under or by virtue of the provisions of the law of any territory in which the Policy operates relating to the insurance of liability to third parties, but You shall repay to Us any such amount which We would not have been liable to pay but for the provisions of such law.

16. Insurance Act 1936

All monies which become or may become 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.

17. Finance Act

The appropriate Stamp Duty has been or will be paid in accordance with the Provisions of Section 113 of the Finance Act 1990.

18. National Fleet Database

You will upload all data required by the Motor Insurers' Bureau of Ireland to the National Fleet Database in a timely manner, having regard for the frequency of vehicle changes and the requirements of the Road Traffic Act 1961 (as amended).

Endorsements

These Endorsements only apply if the appropriate number is shown on the Schedule and are subject to the terms, exclusions and conditions of the Policy.

1. Demonstration (Third Party Only Cover)

Section 1 of this Policy shall be operative while an Insured Vehicle owned by You is being driven for the purpose of demonstration with Your permission by any person provided that such person:

- a) Is not a business partner(s), individual director(s), employee(s), spouse, family member(s) partner or member(s) of Insured's household or driver(s) named on the Certificate of Motor Insurance.
- b) Is accompanied at all times by You or any person named in the Certificate of Motor Insurance as entitled to drive.
- c) Is not entitled to indemnity under any other insurance.
- d) Shall, as though they were the Insured, observe and be subject to the terms, provisions, exceptions and conditions of this section insofar as they can apply.
- e) Holds or has held a licence to drive such vehicle and is not disqualified from holding or obtaining such a licence.

2. Revised Standard Policy Excess

The Company shall not be liable under Sections 2 and 3 for the revised amount as specified against this Endorsement Number in the Schedule to this Policy.

3. Increased Excess

The Company shall not be liable under Sections 2 and 3 for a further amount as specified against this Endorsement Number in the Schedule.

4. Large Goods Vehicle

The gross vehicle weight shown under the exception of description of vehicles in the Schedule is deleted and replaced by the limit shown against Endorsement 4 in the Schedule.

5. Maximum Indemnity Value – Vehicles Owned by Insured

The maximum indemnity amount as shown in paragraph (i1) of sub-section B to Provisions to Sections 2 and 3 of this Policy is increased to the amount shown against Endorsement 5 in the Schedule.

6. Vehicles on Loan to Customers

Section 1 of this Policy is extended to indemnify any customer of the Insured while driving a vehicle loaned to him by the Insured while his own vehicle is undergoing repair or being serviced by the Insured or by a sub-contractor provided that such customer:

- a) Is driving with the permission of the Insured.

- b) Is not a business partner(s), individual director(s), employee(s), spouse, family member(s), partner or member(s) of Insured's household or driver(s) named on the Certificate of Motor Insurance.
- c) Is not entitled to indemnity under any other insurance.
- d) Holds or has held a license to drive such vehicle and is not disqualified from holding or obtaining such a license.
- e) Shall, as though he were the Insured, observe and be subject to the terms, provisions, exceptions and conditions of Section 1 insofar as they can apply and that such vehicle is used only for social, domestic and pleasure purposes and by the customer in person in connection with his/her business.

The indemnity afforded by this extension shall only be in respect of Section 1 Liability to Third Parties.

7. Trade Licence/Plate Extension

The description of Insured Vehicles on the Schedule is extended to include any vehicle displaying trade licence(s)/plate(s) as supplied by the Licensing Authority and as specified in the Schedule against Endorsement 7 provided that such vehicle is being driven in accordance with the regulations as to use as applied by the licensing authorities:

- a) With the permission of the Insured.
- b) By a person described as being entitled to drive in the Certificate of Motor Insurance.

8. Vehicles of American/Canadian Manufacture

Exception (12) to Sections 2 and 3 of this Policy shall be inoperative in respect of the vehicles bearing the registered letters and numbers shown in the Schedule against this Endorsement number.

10. Car Jockey's Extension

The cover provided by this Policy shall be limited to the movement of customer's vehicles to and from parking facilities only within a half-mile radius measured from the front door of the Insured's address as stated in the Schedule to this Policy.

Expressly excluded from this extension shall be:

- a) Any motor vehicle owned by and owned and registered to the insured or a business partner(s), individual director(s), employee(s), spouse, family member(s) partner or member(s) of Insured's household or driver(s) named on the Certificate of Motor Insurance or family members of any of them.
- b) Any loss, damage or liability occurring during the period whilst the customer's vehicle is parked.

19. Motorcycle Cover

Indemnity under the sections applicable to this Policy is extended to include the motorcycle/quadbike owned and registered to You and specified by registration number to Us. Use is restricted to social, domestic and pleasure and only those drivers specified to Us and agreed by Us are covered to drive.

31. Agreed Value – Sections 2 and 3

We will pay for any claim for loss of or damage to the Insured Vehicle up to the value agreed between You and Us at the inception of the current Period of Insurance.

The maximum We will pay for any lost or damaged accessory is €400 per incident.

32. Excluding Personal Belongings Section

Section 6 of this Policy is deleted.

33. Deletion of Young or Inexperienced Drivers Excess

Exception 13 to Exceptions to Sections 2 and 3 is deleted.

34. Excluding Fire and Larceny

Section 3 of this Policy is deleted.

35. Excluding Malicious Damage

We will not pay for loss of or damage to the Insured Vehicle (and its accessories and spare parts) caused by malicious or wilful acts.

36. Excluding Larceny when not Garaged

We will not pay for loss of or damage to the Insured Vehicle or its accessories if this results from larceny or attempted larceny while it is parked at Your permanent address, unless it is in a locked garage.

37. Larceny Cover whilst Insured Vehicle Parked Within One Mile Radius of Business/Trade Premises

Where the business/trade premises (as described in the Schedule) form part of the Insured's private domestic dwelling, No. 11 of Exceptions to Sections 2 and 3 is deleted, but loss or damage caused to an Insured Vehicle by larceny or attempted larceny will be subject to an additional excess of €1000.

39. Increased Indemnity Value for Customer's Vehicles

The maximum indemnity amount as shown in paragraph (ii) of sub-section B to provisions to Sections 2 and 3 of this Policy is increased to the amount shown against Endorsement 39 in the Schedule.

40. Agricultural Vehicles

Exception (14) to Sections 2 and 3 of this Policy shall be inoperative in respect of agricultural vehicles specified to and agreed by Us.

41. Third Party Fire and Theft Restriction for Specified Drivers

We will not pay for loss of or damage to the Insured Vehicle under Section 2 if such vehicle is being driven

by or is in the charge of any person specifically named in this Endorsement.

42. Third Party Fire and Theft Restriction for Provisional License Holders

We will not pay for loss of or damage to the Insured Vehicle under Section 2 if such vehicle is being driven by or is in the charge of any person who holds a Provisional driving licence.

43. Inclusion of Loss or Damage Cover for Trailers

We will pay for loss or damage to any trailer whose details have been lodged with Us under Section 2 and/or Section 3, whichever is stated on the Schedule.

44. Insurance Cover in Other Countries

Subject to Your giving Us notification, We will extend this insurance to cover You in the countries specified in the Schedule under the heading Special Terms/Notes by the relevant country code below. Cover will only apply during the Period of Validity as indicated.

COUNTRY CODES

01	EU Member States, Switzerland and Norway		
02	Iceland	10 Iraq	13 Turkey
	08 Israel	11 Morocco	14 Croatia
	09 Iran	12 Tunisia	16 Albania

45. Vehicle Tracker

We will not pay for loss of or damage to the Insured Vehicle if it is stolen, unless the tracking device which has been declared as fitted to the Insured Vehicle, or any subsequent tracking device fitted to the Insured Vehicle and approved by Us, is fully operational and activated. Following a claim, the full set of vehicle keys and all relevant activating accessories must be surrendered to Us. If any key or activating accessory has been lost or destroyed there will be no cover unless We have already been notified in writing of such loss.

46. Vehicle Description Extended to Include Motorcycles for Third Party Cover (Premises is Home Address)

The vehicle description noted in Part 3 of the Basis of Contract is amended to include:

- a) Motorcycles owned by and registered to the Insured.
- b) Motorcycles owned by the Insured for the purpose of resale in connection with the motor trade business.
- c) A customer's motorcycle in the Insured's custody or control whilst being repaired, serviced, tested, maintained, altered or inspected by You whilst the vehicle is being driven by the Insured or an employee of the Insured named on the Policy aged 25 or over for motor trade use only and only in terms of Section 1 of the Policy.

47. Vehicle Description Extended to Include Motorcycles for Third Party Cover

The vehicle description noted in Part 3 of the Basis of Contract is amended to include

- a) Motorcycles owned by and registered to the Insured.
- b) Motorcycles owned by the Insured for the purpose of resale in connection the motor trade business.
- c) A customer's motorcycle in the Insured's custody or control whilst being repaired, serviced, tested, maintained, altered or inspected by You whilst the vehicle is being driven by the Insured or an employee of the Insured named on the Policy aged 25 or over for motor trade use only and only in terms of Section 1 of the Policy.

48. Vehicle Description Extended to Include Garage Motorcycles for Third Party Cover

The vehicle description noted in Part 3 of the Basis of Contract is amended to include motorcycles owned by and registered to the Insured and used solely in connection with the Insured's motor trade business (excluding social domestic and pleasure purposes) and driven by those drivers named on the Policy aged 25 and over and only in terms of Section 1 of the Policy.

55A. Young Driver Restriction

The following is added to the Exceptions to Section 2 and 3

We will not be liable in respect of Damage or Bodily Injury occurring while an Insured Vehicle is being driven for social domestic or pleasure purposes

1. by any person under 21 years of age where such Insured Vehicle has
 - (a) a petrol and LPG engine capacity exceeding 1250 cc and/or 95 PS
 - (b) a diesel engine with a performance capacity exceeding 90 BHP
 - (c) an electric engine with a power output exceeding 65kW
 - (d) been altered or adapted to give increased performance beyond the manufacturers standard
 - (e) an engine which is supercharged
2. by any person 21 years of age or older but under 23 years of age where such Insured Vehicle has
 - (a) a petrol and LPG engine capacity exceeding 1450 cc and/or 110 PS
 - (b) a diesel engine with a performance capacity exceeding 105 BHP
 - (c) an electric engine with a power output exceeding 80kW
 - (d) been altered or adapted to give increased performance beyond the manufacturers standard
 - (e) an engine which is supercharged
3. by any person 23 years of age or older but under 25 years of age where such Insured Vehicle has
 - (a) a petrol and LPG engine capacity exceeding 1650 cc and/or 130 PS
 - (b) a diesel engine with a performance capacity exceeding 115 BHP
 - (c) an electric engine with a power output exceeding 90kW
 - (d) been altered or adapted to give increased performance beyond the manufacturers standard
 - (e) an engine which is supercharged

Short Period Rates - Cancelled Policies

(See Page 19 –General Condition 7)

Period of cover (not exceeding)	Proportion of Premium payable
1 Month	20%
2 Months	30%
3 Months	40%
4 Months	50%
5 Months	60%
6 Months	70%
7 Months	80%
8 Months	90%
Over 8 Months	Full



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