

Zurich Tradestar Motor Trade Road & Internal Risks Insurance

Policy Document



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The Contract of Insurance

Zurich Tradestar Motor Trade Road and Internal Risks (Damage and third party) Insurance Policy

In consideration of the premium having been paid (or agreed to be paid) by the Insured we Zurich Insurance plc (The Insurer) will provide insurance in accordance with the Policy cover indicated in the Schedule This cover will apply in respect of events occurring in the Republic of Ireland Northern Ireland Great Britain the Isle of Man and the Channel Islands during the period of insurance specified in the Schedule or any subsequent period for which the Insurer may accept payment for renewal of this Policy

The Proposal Form and declaration signed by the Insured is the basis of the contract

For and on behalf of Zurich Insurance plc ('Zurich')



Conor Brennan

Chief Executive Officer Ireland

Interpretation

The Schedule the Endorsements and the Certificate of Motor Insurance which are effective in respect of the Insured Vehicle shall be deemed to be incorporated in the Policy This Policy the Schedule the Endorsements and the Certificate of Motor Insurance shall be read together and any word or expression to which a specific meaning has been attached in any part shall bear such meaning wherever it may appear

For your own protection you are recommended to read your Policy and all its Conditions to ensure that it is in accordance with your intentions.

Part 1 – Motor Trade Road Risks

Section 1 – Liability to Third Parties

The Insurer will indemnify the Insured against all sums which the Insured or his personal representative shall become liable to pay to any person (other than the excepted persons as hereinafter defined) by way of damages or costs on account of injury to person or property occasioned by the use of any vehicle described in the Schedule hereto (including the loading and/or unloading of such vehicle)

Provided that

- (a) Such injury is occasioned while such vehicle is in a public place or is temporarily garaged during the course of a journey elsewhere than in or on any premises owned by or in the occupation of the Insured
- (b) Such indemnity in so far as it relates to injury to property is limited to the sum stated in the Schedule in respect of injury occasioned by any one act or any one series of acts collectively constituting one event

The Insurer will pay all costs and expenses incurred with its written consent

The Insurer will pay the Solicitor's fee incurred with its written consent for representation at any Coroner's Inquest in respect of any death which may be the subject of indemnity under this Section or for defending in any Court of Summary Jurisdiction any proceedings in respect of any act causing any event which may be the subject of indemnity under this Section

Excepted Persons

- (a) Any person claiming in respect of injury to person to himself sustained while he was in or on any vehicle described in the Schedule hereto except so far as is necessary to meet the requirements or the Road Traffic Acts
- (b) Any person claiming in respect of injury to person to another person where
 - (i) in case the injury caused the other person's death – the other person would assuming that the injury had not caused his death be an excepted person under the preceding paragraph (a) hereof if he were himself claiming in respect of the injury and
 - (ii) in any other case – the other person would be such an excepted person if he were so claiming
- (c) Any person claiming in respect of injury to property sustained while such property was in or on such vehicle References in Paragraphs (a) and (c) hereof to injury sustained while in or on a vehicle include injury sustained while entering getting on to being put into or on or alighting from or being taken out of or off such vehicle and injury caused by being thrown out of or off such vehicle
- (d) Any person claiming in respect of injury to property sustained while such property was owned by or was in the possession custody or control of the Insured
- (e) Any person claiming in respect of injury to any weighbridge or to any road or to anything in or below the surface of a road due to the weight of or vibration caused by any vehicle described in the Schedule hereto except so far as is necessary to meet the requirements of the Road Traffic Acts

- (f) Any person claiming in respect of injury to person or property occasioned beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to such vehicle for loading thereon or the taking away of the load from such vehicle after unloading therefrom

References in the above Paragraphs (a) to (f) inclusive to any vehicle described in the Schedule hereto shall be deemed to include any vehicle which within the terms of the Policy may be drawn thereby

Extension of Indemnity

In terms of and subject to the limitations of the indemnity which is granted by this Section to the Insured the Insurer will indemnify

- (1) Any driver described in the effective Certificate of Insurance hereto who is driving any vehicle described in such Schedule for the purposes set out therein
- (2) The Owner of any such vehicle so driven

Provided that

- (a) Such person is not entitled to indemnity under any other Policy
- (b) Such person shall as though he were the Insured observe fulfil and be subject to the terms exceptions and conditions of this Policy in so far as they can apply

Excess

In respect of each and every occurrence the Insured shall be responsible for the first amount as stated in the Schedule (or any less expenditure which may be incurred) of any expenditure for which provision is made under this Section

If the expenditure incurred by the Insurer shall include the amount for which the Insured is responsible hereunder such amount shall be repaid by the Insured to the Insurer forthwith

For the purposes of this endorsement the expression "occurrence" shall mean an occurrence or series of occurrences arising out of one cause in connection with any one vehicle in respect of which indemnity is provided under this Section

Trailers

The Insurance by Sections 1 and 2 (if operative) of this Policy shall extend to any vehicle attached for the purpose of being towed to any vehicle described in the Schedule hereto

Application of Limits of Indemnity

In the case of any event involving indemnity to more than one person any limitation by the terms of this Policy and/or of any Endorsement thereon of the amount of any indemnity shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the Insured

Section 2 – Loss or Damage

The Insurer will indemnify the Insured against

- (a) Damage to any motor vehicle described in the Schedule hereto and/or its accessories and spare parts while thereon by accidental collision or impact with any object
- (b) Loss of or damage to such vehicle and/or its accessories and spare parts while thereon by Fire or Lightning
- (c) Loss of or damage to such vehicle and/or its accessories and spare parts if stolen with the vehicle and while thereon by Burglary Housebreaking or Theft

Provided that

- (a) Such loss or damage is occasioned while such vehicle is on a road or is temporarily garaged during the course of a journey elsewhere than in or on any premises owned by or in the occupation of the Insured
- (b) The Insurer may at its own option repair reinstate or replace such vehicle or any part thereof and/or its accessories and spare parts or may pay in cash the amount of the loss or damage

Exceptions

The Insurer shall not be liable to pay for

- (a) Loss of use depreciation wear and tear mechanical electrical electronic or computer breakage failure or breakdown
- (b) Damage to tyres by application of brakes or by road punctures cuts or bursts
- (c) Loss or damage arising during (unless it be proved by the Insured that the loss or damage was not occasioned thereby) or in consequence of Earthquake Riot or Civil Commotion

If such vehicle is disabled by reason of such loss or damage the Insurer will bear the reasonable cost of protection and removal to the nearest repairers The Insurer will also pay the reasonable cost of delivery to the Insured after repair of any loss or damage insured under the Policy not exceeding the reasonable cost of transport to the address of the Insured in the Republic of Ireland, Northern Ireland, Great Britain, Isle of Man or the Channel Islands as stated herein

The maximum amount payable by the Insurer in respect of any claim for such loss or damage shall be the market value of such vehicle immediately prior to such loss or damage and not exceeding the sum insured stated in the Schedule which sum shall be the maximum liability of the Insurer in respect of any one claim or series of claims arising out of one cause

Excess

In respect of each and every occurrence the Insured shall be responsible for the first amount as stated in the Schedule (or any less expenditure which may be incurred) of any expenditure for which provision is made under this Section other than for loss or damage caused by Fire Self-Ignition Lightning or Explosion or attempt thereat

If the expenditure incurred by the Insurer shall include the amount for which the Insured is responsible hereunder such amount shall be repaid by the Insured to the Insurer forthwith

For the purposes of this endorsement the expression "occurrence" shall mean an occurrence or series of occurrences arising out of one cause in connection with any one vehicle in respect of which indemnity is provided under this Section

General Exceptions of Part 1 of the Policy

The Insurer shall not be liable

- (1) In respect of
 - (a) Any liability (in excess of the common law or the statutory liability applicable to the case) undertaken by the Insured by special contract
 - (b) Any loss damage liability and/or injury arising out of any event occurring
 - (i) while any vehicle in connection with which indemnity is provided under this Policy is being driven by or is for the purpose of being driven by him in the charge of any person other than as described under the Section headed "Drivers or Classes of Drivers whose driving is covered" in the effective Certificate of Insurance
 - (ii) while any vehicle in connection with which indemnity is provided under this Policy is being used otherwise than for the purposes described under the Section headed "Limitations as to Use" in the effective Certificate of Insurance
- (2) Except under Section 1 of this Policy in respect of any loss damage and/or injury arising during (unless it be proved by the Insured that the loss damage and/or injury was not occasioned thereby) or in consequence of Earthquake Riot or Civil Commotion
- (3) Except so far as is necessary to meet the requirements of the Road Traffic Acts in respect of
 - (a) Any consequence of War Invasion Act of Foreign Enemy Hostilities (whether War be declared or not) Civil War Rebellion Revolution Insurrection or Military or Usurped Power
 - (b) Death 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 Section 1 of this Policy
- (4) Except so far as is necessary to meet the requirements of the Road Traffic Acts in respect of
 - (i) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
 - (ii) any legal liability of whatever naturedirectly or indirectly caused by or contributed to by or arising from
 - (a) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- (5) The Insurer shall not be liable for any accident injury damage loss (including consequential loss) or any liability of whatsoever nature while the Insured Vehicle is in or on that part of an aerodrome airport airfield or military base provided for
 - (a) the take off or landing of aircraft and for the movement of aircraft on the surface
 - (b) aircraft parking aprons including associated service roads refuelling areas and ground equipment parking areas

No Claim Rebate

In the event of no claim being made or arising under the Policy during a period of insurance specified below immediately preceding the renewal of the Policy the renewal premium for such part of the insurance as is renewed shall be reduced as follows

Period of Insurance	Reduction
The preceding year	10%
The preceding two consecutive years	15%
The preceding three consecutive years	20%

Should the Insurer consent to a transfer of interest in this Policy the period during which the interest was in the Transferor shall not accrue to the benefit of the Transferee

Policy Cover – Definitions

Comprehensive	All Sections of this Policy are operative
Third Party Fire and Theft	Section 2 – Sub-Section (a) (damage to any motor vehicle described in the Schedule hereto and/or its accessories and spare parts while thereon by accidental collision or impact with any object) is cancelled
Third Party Only	Section 2 is cancelled

Foreign Travel Cover

Notwithstanding anything contained herein to the contrary this Policy is extended in respect of the use of any vehicle insured thereby in any country which is a member of the European Union and any other country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the European Union Directive on insurance of civil liabilities arising from the use of motor vehicles (No. 72/166/CEE)

Fire Brigade Charges

In respect of any event which may be the subject of indemnity under this Policy the Insurer will also pay all charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 subject to a limit of €390.00 in respect of any one incident Subject otherwise to the terms exceptions and conditions of this Policy

Endorsements – Part 1 of the Policy is subject to those endorsements below which are stated in the Policy Schedule as being operative

- (1) Notwithstanding anything contained herein to the contrary it is hereby declared and agreed that the indemnity provided under Section 2 paragraphs (b) and (c) shall apply whilst any vehicle described herein is elsewhere than in or on any premises (not being a private residence) which are wholly or partly owned by or leased or rented out on loan to the Insured
Subject otherwise to the terms exceptions and conditions of this Policy
- (2) It is hereby declared and agreed that the Clause headed "No Claim Rebate" in this Policy is cancelled
Subject otherwise to the terms exceptions and conditions of this Policy

Part 2 – Motor Trade Internal (Damage and Third Party) Risks

Section 1 – Liability to Third Parties

The Insurer will indemnify the Insured against liability at law for damages and claimant's costs and expenses in respect of

- (1) Accidental death of or bodily injury to any person (other than a person in the Insured's service or a member of the Insured's family or household)
- (2) Accidental damage to
 - (a) any motor vehicle (including its accessories and spare parts while thereon) held in trust by or in the custody or control of the Insured other than a motor vehicle belonging to the Insured or a member of the Insured's family or household or an employee of the Insured
 - (b) other property not being property belonging to or held in trust by or in the custody or control of the Insured

the indemnity against liability for such damage being limited to the sum stated in the Schedule in respect of any one claim or number of claims arising out of one cause

as a result of an accident occurring in on or about the premises through the negligence of the Insured or any person in the service of or acting on behalf of the Insured or by or through any defect in the premises or in the ways works machinery or plant therein

The Insurer will pay all costs and expenses incurred with its written consent

In connection with any one claim or number of claims arising out of one cause for indemnity against liability in respect of damage to property or bodily injury the Insurer may at any time pay to the Insured the amount of the indemnity provided by this Policy (after deduction of any sum or sums already paid as compensation) or any less amount for which such claim or claims can be settled and upon such payment being made the Insurer shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of costs and expenses of litigation recoverable or incurred in respect of matters prior to the date of such payment

In the event of the death of the Insured the Insurer will in respect of the liability incurred by him indemnify his legal personal representatives in the terms of and subject to the limitations of this Policy provided that such representatives shall as though they were the Insured observe fulfil and be subject to the terms exceptions and conditions of this Policy in so far as they can apply

Excess

In respect of each and every occurrence the Insured shall be responsible for the first amount as stated in the Schedule (or any less expenditure which may be incurred) of any expenditure for which provision is made under this Section

If the expenditure incurred by the Insurer shall include the amount for which the Insured is responsible hereunder such amount shall be repaid by the Insured to the Insurer forthwith

For the purposes of this endorsement the expression "occurrence" shall mean an occurrence or series of occurrences arising out of one cause in connection with any one vehicle in respect of which indemnity is provided under this Section

Section 2 – Damage

The Insurer will indemnify the Insured against damage to any motor vehicle (including its accessories and spare parts while thereon) the property of the Insured or of any member of the Insured's family or household caused by accidental external and visible means and occurring in or on the premises

The Insurer may at its own option repair reinstate or replace such vehicle or any part thereof or its accessories or spare parts or may pay in cash the amount of the damage

The total liability of the Insurer under this Section in respect of any one accident or number of accidents arising out of one cause shall not exceed the sum stated in the Schedule

Exceptions

The Company shall not be liable to pay

- (a) for loss of use depreciation wear and tear mechanical or electrical breakdowns failures or breakages
- (b) for damage to tyres by application of brakes or by punctures cuts or bursts

Excess

In respect of each and every occurrence the Insured shall be responsible for the first amount as stated in the Schedule (or any less expenditure which may be incurred) of any expenditure for which provision is made under this Section

If the expenditure incurred by the Insurer shall include the amount for which the Insured is responsible hereunder such amount shall be repaid by the Insured to the Insurer forthwith

For the purposes of this endorsement the expression "occurrence" shall mean an occurrence or series of occurrences arising out of one cause in connection with any one vehicle in respect of which indemnity is provided under this Section

General Exceptions of Part 2 of the Policy

The Insurer shall not be liable in respect of

- (a) Any consequence of Earthquake War Invasion Act of Foreign Enemy Hostilities (whether War be declared or not) Civil War Rebellion Revolution Insurrection Military or Usurped Power Riot or Civil Commotion
- (b) Damage to property caused directly or indirectly by fire or explosion
- (c) Any consequence of burglary housebreaking or larceny or any attempt thereat
- (d) Damage to property sustained while it is being worked upon and directly resulting from such work
- (e) Any defective workmanship
- (f) Death injury or damage caused by or through any demolition of or structural alteration or addition to the premises or by or through the installation of any equipment
- (g) Death injury or damage caused by or through or in connection with the use by the Insured of power driven cranes elevators lifts or hoists other than car hoists having a lift not exceeding 6 ft

- (h) Any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
- (i) Death injury or damage resulting from the driving elsewhere than in or on the premises of any vehicle by the Insured or any person in the service of or acting on behalf of the Insured
- (j) Damage caused to any motor vehicle or its accessories or spare parts held in trust by or in the custody or control of the Insured or the property of the Insured or a member of the Insured's family or household by (i) frost (ii) exposure to weather (iii) storm tempest or flood
- (k) Loss destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
- (l) Loss Damage Consequential Loss or Legal Liability of whatsoever nature directly or indirectly caused by or consisting of or contributed to by or arising from the total or partial failure of any computer or other equipment or system for processing storing retrieving or otherwise dealing with data or electronic equipment (including embedded chips) whether the property of the Insured or not and whether occurring before during or after the year 2000 to do all or any of the following
 - (1) to correctly recognise any date as its true calendar date
 - (2) to capture save or retain and/or to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
 - (3) to capture save or retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss or the inability to capture save retain or correctly process such data on or after any date

Radioactive Contamination Exclusion Clause

This Policy does not cover

- (i) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (ii) Any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from

 - (a) Ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (b) The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Policy Cover – Definitions

Damage & Liability to Third Parties	All Sections of this Policy are operative
Liability to Third Parties	Section 2 is cancelled

No alteration in the terms of this Policy nor any Endorsement hereon will be valid unless the same is duly authorised at the Head Office of the Insurer

Endorsements – Part 2 of the Policy is subject to those endorsements below which are stated in the Policy Schedule as being operative

- (1) It is hereby declared and agreed that General Exception (b) shall not apply to the indemnity provided by Sub-Section 2 (b) of Section 1 of this Policy (or if operative by Endorsement No. 3 hereon)

Provided that the Insurer shall not be liable in respect of damage caused directly or indirectly by the explosion or rupture of any vessel under steam pressure

Subject otherwise to the terms exceptions and conditions of this Policy

- (2) It is hereby declared and agreed that the Premises are deemed to include any place at which the Insured is performing Motor Trade work not being premises under the control of the Insured provided that the Insurer shall not be liable

(a) in respect of any accident injury loss or damage or liability resulting from the driving of any vehicle in a public place within the meaning of the Road Traffic Act 1961

(b) in respect of any accident injury loss damage or liability arising elsewhere than in Ireland but not Northern Ireland

Subject otherwise to the terms exceptions and conditions of this Policy

- (3) It is hereby declared and agreed that in consideration of an additional premium the indemnity provided by Section 1 of this Policy extends notwithstanding anything contained in General Exception (e) to apply to liability at law in respect of

1. accidental death of or bodily injury to any person except where such death or bodily injury arises out of and in the course of the employment of such person by the Insured

2. accidental damage to property other than property belonging to or held in trust by or in the custody or control of the Insured the indemnity against liability for such damage being limited to €130,000 in respect of any one claim or number of claims arising out of one cause

caused anywhere in the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man or the Channel Islands by any motor vehicle not belonging to the Insured or in his custody or control provided that such liability arises from the repair servicing or maintenance of such vehicle (which terms shall include the pre-delivery check of new vehicles as required by the manufacturers and the fitting of additional accessories to such new vehicles) or the sale or supply of spare parts components or accessories for such vehicle

The Insurer will pay all costs and expenses incurred with its written consent

The Insurer shall not be liable in respect of any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party

Provided always that

- (a) In respect of any claim for accidental damage to such vehicle for which the Insurer is liable by virtue of this endorsement the Insured shall be responsible for the first €33 or any less expenditure which may be incurred or any expenditure for which provision is made under this endorsement (including any payments in respect of costs expenses and fees) and of any expenditure by the Insurer in the exercise of its discretion under Condition 1(B) of this Policy If the expenditure incurred by the Insurer shall include the amount for which the Insured is responsible hereunder such amount shall be repaid by the Insured to the Insurer forthwith

- (b) The Insurer shall not be liable to pay for the cost of the repair or reinstatement of any spare parts components or accessories sold or supplied by the Insured or which were the subject of the repair servicing or maintenance giving rise to the liability of the Insured
- (c) The indemnity granted by this Endorsement does not apply to liability arising out of the sale of any vehicle

Subject otherwise to the terms exceptions and conditions of this Policy

Conditions

1. Claims

- (A) In the event of any accident injury loss or damage likely to give rise to a claim under this Policy the Insured must
 - (i) as soon as practicable (but no later than 30 days from the date of the event) notify the Insurer and provide all information and assistance that the Insurer may require
 - (ii) send to the Insurer any letter claim writ summons or legal process as soon as it is received
 - (iii) notify the Insurer in writing as soon as he/she becomes aware of any impending prosecution or coroners inquest involving any person entitled to be indemnified under this Policy
- (B) For the purposes of this part of the condition only the expression "Insured Person" shall mean The Insured (as stated in the Schedule) and any other person entitled to be indemnified under this Policy
 - (i) The Insured Person (or the Insured Persons agent) shall not make any admission of liability or offer or promise of payment but shall permit the Insurer to have the sole conduct of all negotiations or legal proceedings
 - (ii) The Insurer shall be entitled to use the name of the Insured Person for the purpose of resisting or enforcing any claim and the Insured Person shall give to the Insurer all reasonable assistance in connection therewith and shall act in all cases in the best interests of the Insurer
 - (iii) The Insurer shall have full power to settle any claim or part thereof without reference to the Insured Person and in the event of any dispute between the Insurer and the Insured Person such settlement shall have the effect for all purposes as if it were made with the concurrence of the Insured Person notwithstanding that such settlement may be made without admission of liability

2. Fraudulent Claims

If the Insured or any person entitled to be indemnified under this Policy shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise this Policy shall become void and all claims hereunder shall be forfeited

3. Cancellations

The Insurer may cancel this Policy by sending 10 days notice by registered letter to the Insured at his last known address and in such event will return to the Insured the premium less the pro rata portion thereof for the period the Policy has been in force

4. Instalment Defaults

Where the Insured has agreed under a separate credit agreement to pay the premium by instalments any default in payment on the due date will automatically terminate the Policy cover immediately from the date of such default

5. Other Insurances

If any claim covered by this Policy is also covered by any other policy of insurance whether effected by the Insured or not the Insurer shall not be liable to pay more than a rateable proportion Provided always that nothing in this Condition shall impose on the Insurer any liability from which it would have been relieved by proviso (a) and (b) to the cover granted under "Extension of Indemnity" (Section 1 of Part 1 of the Policy)

6. Care of Vehicle

The Insured shall take all reasonable steps to safeguard the Insured Vehicle against loss damage or breakdown and to maintain the Insured Vehicle in an efficient and roadworthy condition

The Insured shall also allow the Insurer's authorised representative to inspect the Insured Vehicle at any time

7. Arbitration

All differences arising out of this Policy shall be referred to an Arbitrator to be appointed by the parties in accordance with current statutory provisions Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Insurer Claims not referred to arbitration within 12 calendar months from the date of disclaimer of liability shall be deemed to have been abandoned

8. Laws relating to Compulsory Motor Insurance

Any Condition of this Policy and/or of any Endorsement thereon in so far as it is a prohibited condition within the meaning of Part VI of the Road Traffic Act 1961 shall not be a condition affecting the right of any person to recover an amount under or by virtue of the provisions of Section 76 of the said Act

9. Duty to comply with Policy Conditions

The due observance and fulfilment of the terms limitations exceptions conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured shall be conditions precedent to any liability of the Insurer to make any payment under this Policy Upon proof of breach of Condition No. 8 "Laws Relating to Compulsory Motor Insurance" the Insurer shall be entitled to recover from the Insured all sums paid by the Insurer including those for which the Insurer would not have been liable but for the provisions of any Road Traffic Act or Road Traffic or Motor Traffic Law operative within the areas covered by this Policy

10. Reasonable Care

The Insured shall use care in the selection of competent employees and shall take all reasonable steps to safeguard from damage or loss the property in respect of which indemnity is hereby granted and to maintain the premises in good repair and the Insurer shall have free access at all reasonable times to the premises and to examine by their authorised representative any vehicle insured hereunder

11. Premium Adjustment

The first premium in respect of Part 2 of the Policy and each renewal premium payable hereunder is partly based upon the garage capacity of the premises partly upon the amount of the turnover and partly upon the amount of the wages salaries and other earnings paid to employees by the Insured during each period of insurance The Insured shall keep an accurate record of all particulars relating

thereto and shall at all times allow the Insurer its Agents and Servants to inspect such records The Insured shall within one month from the expiry of each period of insurance furnish to the Insurer such particulars and information as the Insurer may require The premium for such period shall thereafter be adjusted and the difference paid by or allowed to the Insured as the case may be In the event of any extension or alteration of the premises during the currency of this Policy the Insured shall immediately notify the Insurer in writing thereof and shall pay to the Insurer any adjusted premium required by them in respect of such extension or alteration

12. Definition of Public Place

The expression "public place" shall have the same meaning for the purposes of this Policy as it has for the purposes of Part VI of the Road Traffic Act 1961 and the expression "the Insured" shall for the purposes of these conditions and so far as the context permits be deemed to include a reference to the Insured's personal representative

13. Insurance Act 1936

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

14. Finance Act 1990

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

Complaints Procedure

At Zurich, we care about our customers and believe in building long-term relationships by providing quality products combined with a high standard of service. If it should happen that you have cause for complaint, either in relation to your policy or any aspect regarding the standard of our service, please see the steps outlined below.

- If you have arranged your policy with Zurich through a Broker, you should firstly direct your complaint to the Broker with whom you arranged your policy.
- If you deal with us directly, you should contact the Customer Services Co-ordinator, Zurich, Zurich Insurance plc, PO Box 78, Wexford. Telephone (01) 667 0666.

If the complaint is not resolved to your satisfaction, you should write to the Chief Executive Officer at the aforementioned address, or alternatively you may wish to contact:

- (i) Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.
Lo-Call: 1890 88 20 90
- (ii) Central Bank of Ireland, PO Box 559, Dame Street, Dublin 2. Lo-Call: 1890 77 77 77
- (iii) Insurance Ireland, 39 Molesworth Street, Dublin 2. Telephone: (01) 676 1914

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

Data Protection

Zurich will hold your details in accordance with our Data Protection and Privacy Policy together with all applicable data protection laws and principles.

Information you supply may be used by us for the purposes of administering your policy (including underwriting, processing, claims handling and fraud prevention) within the Zurich Insurance Group and our partners inside and outside the European Economic Area.

We may share with our agents and service providers, members of the Zurich Insurance Group, other insurers and their agents, and with any intermediary acting for you, and with recognised trade, governing and regulatory bodies (of which we are a member or by which we are governed) information we hold about you and your claims history. This includes the Insurance-Link database and the Insurance Ireland's anti-fraud claims matching database. We may also in certain circumstances use private investigators to investigate a claim.

In order to prevent and detect fraud and the non-disclosure of relevant information

Zurich may at any time:

- Share information about you with companies within the Zurich Insurance Group, other organisations outside the Zurich Insurance Group including where applicable private investigators and public bodies including An Garda Síochána.
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this.
- Below is a sample of such databases used:
 - the Insurance Link Anti-Fraud register (for more info see www.inslink.ie)
 - the Integrated Information Data System ('IIDS') to verify information including penalty points and NCD
 - MIAFTR (Motor Insurance Anti-Fraud and Theft Register) operated by the Association of British Insurers in the UK to logs all insurance claims relating to written-off and stolen vehicles in the UK
 - The National Vehicle File, maintained and supported by the Department of Transport, Tourism and Sport, containing details of all registered vehicles in the Republic of Ireland
 - Companies Registration Office.

The databases used are not limited to those listed above and are subject to change at any time.

Zurich may also use your personal data, the personal data of your named drivers or members of your household, information about your vehicle or property to search these agencies, databases and other publicly available information to:

- Help make decisions about the provision and administration of insurance, credit and related services for you.
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your insurance policies with Zurich.
- Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity.
- Undertake credit searches and additional fraud searches.

Information about claims (whether by our customers or third-parties) made under policies that we provide is collected by us when a claim is made and placed on an industry database of claims known as Insurance Link. This information may be shared with other insurance companies, self-insurers or statutory authorities.

Insurance companies share claims data:

- (a) to ensure that more than one claim cannot be made for the same personal injury or property damage
- (b) to check that claims information matches what was provided when insurance cover was taken out
- (c) and, when required, to act as a basis for investigating claims to verify recorded information or when we suspect that insurance fraud is being attempted.

The purpose of Insurance Link is to help us identify incorrect information and fraudulent claims and, therefore, to protect customers.

Information about insurers' obligations in relation to your information is contained in the Data Protection Commissioner's Code of Practice on Data Protection for the Insurance Sector which is available at www.dataprotection.ie

Under the Data Protection Acts 1988 and 2003 you have a right to know what information about you and your previous claims is held on Insurance Link. If you wish to exercise this right then please contact us at the address below.

We may also need to collect sensitive personal data (for example, information relating to your physical or mental health or the commission or alleged commission of an offence) to assess the terms of insurance we issue/arrange or to administer claims which arise.

Unless you have advised us otherwise, we may share information that you provide to companies within the Zurich Insurance Group and with other companies that we establish commercial links with so we and they may contact you (by email, SMS, telephone or other appropriate means) in order to tell you about carefully selected products, services or offers that we believe will be of interest to you.

Please email dataprotectionofficer@zurich.ie or write to us at below address if you do not wish your information to be utilised for these purposes.

You have a right of access to and a right to rectify data concerning you under the Data Protection Acts 1988 and 2003. Should you wish to exercise this right, please write to the Data Protection Officer, Zurich Insurance, PO Box 78, Wexford. To access your data, a fee of €6.35 is chargeable under the terms of the Data Protection Acts and cheque should be made payable to Zurich.

By providing us with your information and proceeding with this contract, you consent to all of your information being used, processed, disclosed, transferred and retained for the purposes of insurance administration (including underwriting, processing, claims handling and fraud prevention).

Please note that a copy of our full Data Protection and Privacy Policy can be viewed on our website www.zurichinsurance.ie or requested by writing to our **Data Protection Officer, Zurich Insurance, PO Box 78, Wexford**. Alternatively you can email dataprotectionofficer@zurich.ie

Customer Information

Law Applicable to this Contract

The Insurer with which your contract is concluded is Zurich Insurance plc which is established in Ireland. Under the relevant European and Irish Legal Provisions, the parties to this contract of insurance are free to choose the law applicable to the contract. This contract is governed by Irish Law.

Zurich Insurance plc
PO Box 78, Wexford, Ireland. Telephone: 01 667 0666
Fax: 01 667 0644 Website: www.zurichinsurance.ie
Zurich Insurance plc is regulated by the Central Bank of Ireland.

