

Motor Trade Policy

Important Information

Please read and keep safe

Special notes

IMPORTANT

Please let us know immediately, about any event which could lead to a claim. We are very proud of our claims service. We know that this is when you need us most and we provide a speedy and efficient service to make the process as easy as possible for you.

ACCIDENT LINE

You can contact us 24 hours a day, 365 days a year on **1800 147 147** for help on all motor claims.

OUR RIGHT OF RECOVERY

If by law we have to make a payment that we would not otherwise have had to make, we may seek recovery of that outlay incurred from you and/or the driver of the Vehicle.

Introduction



YOUR POLICY AND SCHEDULE

Here is your new Motor Trader Policy. It consists of:-

The Policy Booklet – containing the terms of the Policy.

The Policy Schedule – containing information particular to your insurance protection.

May we please ask you to examine both to make sure that they give you protection according to your present needs.

Almost certainly these needs will change. If they do, please let us know – your Policy is designed for easy amendment or extension.

You have the right to cancel your Policy within the Cooling Off Period.

You need to return your Certificate and disc to the Company so we can cancel the Policy. We will work out the premium for the period we have been insuring you and refund the balance (please read the section 'Policy cancellation procedure' for more information).

THE LAW APPLICABLE TO THE CONTRACT

Under the relevant European and Irish legal provisions the parties to the proposed contract of insurance, we, Aviva Insurance Ireland DAC (the Company) and you, the Proposer, are free to choose the law applicable to the contract. We propose that Irish law will apply to the contract. The insurer with which your contract will be concluded is Aviva Insurance Ireland DAC.

COMPLAINTS PROCEDURE

We aim to give excellent service to all our customers; however, we recognise that things may occasionally go wrong. We will do our best to deal with your complaint as effectively and quickly as possible. If you arranged your cover through an intermediary or broker, please send your complaint to them. If your complaint is not sorted out to your satisfaction, please contact:

Aviva Insurance Ireland DAC at 1800 666 555.

You can also write to the Aviva Ireland Complaints Team - Aviva Insurance Ireland DAC, Cherrywood Business Park, Dublin, Ireland, D18 W2P5 or you can contact the following:

- **Insurance Ireland** at Insurance Centre, 5 Harbourmaster Place, IFSC, Dublin 1, D01 E7E8.
Phone: 01 676 1914
Fax: 01 676 1943
E-mail: iis@insuranceireland.eu
Website: www.insuranceireland.eu
- **The Financial Services and Pensions Ombudsman**
Lincoln House, Lincoln Place, Dublin 2, D02 VH29.
Phone: 01 567 7000
E-mail: info@fspo.ie
Website: www.fspo.ie

You will not lose your right to take legal action if you contact either of the above.

NO CLAIM DISCOUNT

The Company will reduce the renewal premium in accordance with its normal scale if no claim is made or arises under Section I or II of this Policy in the Period of Insurance preceding the renewal date. Any windscreen damage claim will affect your No Claim Discount under Section I or II. The No Claim Discount is not transferable

from one person to another. This discount applies to Sections I and II individually as if a separate Policy had been issued in respect of each Section.

AVIVA INSURANCE IRELAND DAC

(hereinafter referred to as the Company) will provide Insurance as expressed in this Policy during any Period of Insurance in respect of which the Policyholder has paid or agreed to pay the premium

CROSS LIABILITIES

If more than one person is named as the Policyholder the Insurance granted by this Policy applies jointly and individually to all such persons

APPLICATION OF POLICY LIMITS

In the event of any accident involving payment on behalf of more than one Insured Person any limitation by the terms of this Policy (or of any Endorsement thereon) of the amount of any payment shall apply to the aggregate amount of such payment on behalf of all such Insured Persons and such payment shall apply in priority to the Policyholder

AUTHORITY TO REPAIR THE VEHICLE

The Policyholder may authorise reasonable repairs to the Vehicle provided that a detailed estimate of the cost is sent to the Company immediately. The Company reserves the right to seek alternative estimates

RISKS LOCATED IN THE UK

Where applicable, where insurance cover is provided under this Policy in respect of risks established or located in the United Kingdom [notified to and accepted by the Company], the insurance cover in respect of those risks will be provided through the Company's branch in the United Kingdom

INSURANCE ACT 1936

All monies which become or may become payable by us under your policy will in accordance with Section 93 of the Insurance Act, 1936 be payable and paid in the Republic of Ireland

STAMP DUTIES CONSOLIDATION ACT 1999

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

NATIONAL FLEET DATABASE

It is the responsibility of the policyholder to upload relevant data to the National Fleet Database (which includes all vehicles covered by this policy at any one time) in a timely manner, having regard for the frequency of vehicle changes and the requirements of the Road Traffic Act.

Aviva Insurance Ireland DAC

Aviva Insurance Ireland Designated Activity Company, trading as Aviva, is regulated by the Central Bank of Ireland.

A private company limited by shares.

Registered in Ireland No. 605769.

Registered Office: Cherrywood Business Park, Dublin, Ireland, D18 W2P5.

Definitions

In this Policy the following definitions apply and any word or expression to which a specific meaning has been attached shall bear the same meaning throughout the Policy unless otherwise stated

THE BUSINESS

The Business means the activities directly connected with the Business specified in the Schedule to the extent that they are conducted at or from premises in the Republic of Ireland Northern Ireland Great Britain the Isle of Man or the Channel Islands and includes the following ancillary activities:

- 1 ownership use repair maintenance and decoration of the Premises occupied by the Insured for the Business other than structural alteration addition or demolition of any building or any operations in connection with such alteration addition or demolition
 - 2 repair or maintenance of vehicles or plant owned and used by the Insured
 - 3 the provision and management of canteen social sports educational and welfare organisations for the benefit of any Person Employed and first aid fire security and ambulance services
- in connection with the Business specified in the Schedule and in addition
- 4 repair maintenance and decoration work undertaken by any Employee for the Insured or for any director of the Insured at the private dwelling house of the Insured or any director of the Insured with the prior consent of the Insured

THE PREMISES

The Premises as stated in the Schedule

COSTS AND EXPENSES

Cost and expenses means

- 1 claimants legal costs for which the Insured is legally liable
- 2 costs and expenses incurred with the Company's written consent
- 3 all solicitors fees incurred with the Company's written consent for legal representation at
 - (a) any Coroner's Inquest or Fatal Accident Inquiry or
 - (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory dutyin connection with any Event which is or may be the subject of Indemnity under this Policy

PROPERTY

Property means material property

BODILY INJURY

Bodily Injury includes death illness or disease

THE VEHICLE

"The Vehicle" means

- 1 Any Vehicle mentioned by description or by Registration mark in the Certificate of Motor Insurance (referred to in this Policy

as 'the Certificate ') bearing the number of this Policy as the Certificate Number which has been issued to the Policyholder and remains effective

- 2 Any Trailer details of which have been notified to the Company

COOLING OFF PERIOD

The 14 working days after:

- the start date of the policy; or
- the day on which you receive your policy documents;

whichever is later.

CONSUMER

Consumer means a 'consumer' as defined by section 2(1) of the Financial Services and Pension Ombudsman Act 2017. For the avoidance of doubt, the definition of 'consumer' shall include:

- (i) a natural person, not acting in the course of business,
- (ii) a sole trader, partnership, trust club or charity (not being a body corporate), with an annual turnover in its previous financial year (within the meaning of section 288 of the Act of 2014) of €3 million or less, or
- (iii) an incorporated body that
 - a. had an annual turnover in its previous financial year (within the meaning of section 288 of the Act of 2014) of €3 million or less, and
 - b. is not a body corporate that is a member of a group of companies (within the meaning of section 8 of the Act of 2014) with a combined annual turnover (in the previous financial year (within the meaning of section 288 of the Act of 2014) of the group of companies), of greater than €3 million.

Section I - Motor Trade Road Risks

(This Section comprises a Preamble and 3 parts)

Preamble

INSURANCE PROVIDED

Where in the Schedule the Insurance Provided under this Section is

- 1 "Comprehensive" all Parts of this Section apply
- 2 "Third Party Fire and Theft" Part 1 applies only in respect of loss or damage caused directly by fire self-ignition lightning explosion or by theft or attempted theft
- 3 "Third Party" Part 1 of this Section does not apply

EXCEPTION APPLICABLE TO ALL PARTS OF SECTION I

The Company will not pay for any claim if to the knowledge of the Insured Person the Vehicle is at the time of the accident being driven or used other than in accordance with the terms of the Certificate(s)

TERRITORIAL LIMITS

This Section of the Policy will apply in respect of

- 1 bodily injury loss of or damage to material property occurring in (a) the Republic of Ireland and (b) Great Britain Northern Ireland Channel Islands or the Isle of Man or in the course of transit by sea between any ports therein including processes of loading and unloading
- 2 the minimum indemnity required to comply with the laws relating to compulsory insurance of Vehicles 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 8(1) of the EC Directive on insurance of civil liabilities arising from the use of motor vehicles (number 2009/103/EC)
- 3 any Vehicle for which an International Motor Insurance Card (Green Card) has been issued and remains effective
 - (a) while it is in any country to which such Green Card applies
 - (b) in direct connection with the transit (including processes of loading and unloading) of the Vehicle between any ports in countries to which the Green Card applies provided always that such transit shall be by any recognised sea passage of not longer duration under normal conditions than 65 hours

The Company will also indemnify the Policyholder against liability incurred by him for the enforced payment of Customs Duty on the Vehicle after temporary importation thereof into any country to which the Green Card applies provided that such liability arises as the direct result of any loss of or damage to the Vehicle which loss or damage is the subject of indemnity under this Policy

DEMONSTRATION AND TUITION

The cover provided by this Section of the Policy applies when the Vehicle is being driven by a customer or prospective customer for the purpose of demonstration or tuition for purposes of sale provided that such customer is accompanied by the Policyholder or an employee of the Policyholder

Part 1 of Section I - Loss or Damage to the Vehicle

The Company will pay for loss or damage to the Vehicle including the accessories and spare parts or components whilst on the Vehicle and the reasonable cost of protection removal and redelivery to the Policyholder within the Republic of Ireland Great Britain Northern Ireland Channel Islands or the Isle of Man after repair of such loss or damage.

We may at our sole discretion:

- repair or replace the Vehicle or any part of it using a repair service of our choice; or
- pay a cash amount for the loss or damage to the Vehicle not exceeding the amount our repair service states it would cost to repair or replace your Vehicle.

Payment will not in any event exceed the current market value of the Vehicle at the time of the loss or damage.

EXCEPTIONS TO PART 1 OF SECTION I

The Company will not pay for

- 1 loss damage or liability arising while the Vehicle is in or on the Premises or any other Motor Trade premises owned by or in the occupation of the Policyholder
- 2 depreciation wear and tear mechanical or electrical breakdown or damage to tyres unless such damage arises simultaneous to other loss or damage insured by this policy
- 3 loss of use
- 4 loss of or damage to the Vehicle where any person entitled to drive under the terms of the Certificate or any person using but not driving the Vehicle
 - (a) has at the time of the accident giving rise to a claim a breath blood or urine alcohol/drug level above the legal limit shown in the Road Traffic Acts and any further regulations or
 - (b) is convicted of or has a prosecution pending for an offence under the Road Traffic Acts involving alcohol or drugs arising from the accident or the occasion giving rise to the claim
- 5 loss of or damage to the Vehicle caused by incorrectly fuelling the Vehicle, the use of substandard or contaminated fuel, lubricants or parts
- 6 any loss of or damage to the Vehicle, which does not arise from an accidental, sudden or unforeseen cause
- 7 loss or damage arising from confiscation or destruction by or under order of An Garda Síochána or any public authority.

Part 2 of Section I - Liability to Third Parties

The Company will indemnify the Insured Person against all sums which he shall become legally liable to pay for damages and claimant's costs and expenses and any other costs and expenses incurred with its written consent in respect of Bodily Injury or damage to property (payment in respect of such damage being limited to €2,000,000 in respect of any one claim or number of claims arising out of one cause) arising as a result of an accident caused by or in connection with

- (a) the Vehicle
- (b) the loading or unloading of the Vehicle
- (c) the bringing of a load to the Vehicle for loading thereon or the taking away of a load after unloading therefrom by
 - (i) the driver or attendant of the Vehicle
 - (ii) any other person but only in respect of an accident caused or arising in a Public Place within the meaning of any relevant road traffic legislation

PRIVATE TYPE MOTOR CAR LIMIT

The Company's liability in respect of loss or damage to material property as a result of an accident caused by or in connection with private type motor cars is limited to €30,000,000 and not as stated in the preceding paragraph

LEGAL REPRESENTATION

In addition the Company will pay

- 1 The Solicitor's fee for
 - (i) representation at any coroner's inquest or fatal accident enquiry and/or
 - (ii) defending in any Court of Summary Jurisdiction any proceedings relating to any event which may be the subject of payment under this Section
- 2 At the request of the Insured legal defence costs up to €1,300 for Manslaughter proceedings or Dangerous Driving Charges under sub-section (2) (a) of Section 53 of the Road Traffic Act 1961 where such proceedings or charges relate to any event which may be the subject of payment under this Section

The Company will not be liable for any expenses you incur without our prior approval. You must have our written permission before any payment is made

INSURED PERSON

For the purposes of this Section of the Policy "Insured Person" shall mean any one or more of the following on whose behalf payment is claimed and/or the legal personal representatives of any of them

- 1 The Policyholder
- 2 Any person entitled to drive by the terms of the Certificate(s)
- 3 The employer or partner of any person whose business use is permitted by the terms of the Certificate(s)
- 4 Any person using (but not driving) the Vehicle with the

permission of the Policyholder for social domestic and pleasure purposes provided that such use is permitted by the terms of the Certificate(s)

- 5 At the request of the Policyholder any person (other than the person driving) in or getting into or getting out of the Vehicle
- 6 At the request of the Policyholder the Owner of the Vehicle
- 7 The attendant of the Vehicle

ATTACHED TRAILER

For the purposes of this Section of the Policy only "The Vehicle" shall include any Trailer or any one disabled mechanically propelled Vehicle which is attached to the Vehicle

The Company shall not be liable in respect of any loss damage liability and/or injury arising out of any event occurring while any such Vehicle is drawing a greater number of trailers in all than is permitted by law

An Articulated Vehicle consisting of a power unit and one partially superimposed Trailer shall not be deemed to be a Vehicle drawing a Trailer

The Insurance for the towing of disabled Vehicles shall not be operative unless the power unit is being used without the superimposed Trailer

UNLICENSED DRIVERS

Any requirements of the Certificate that the person driving must hold or have held a licence to drive shall be inoperative when a licence is not required by law provided that the terms of the Certificate are otherwise observed and the person driving is of an age to hold a licence to drive the Vehicle

EMERGENCY TREATMENT

The Company will pay the cost of emergency treatment of injuries caused by or arising out of the use of any Vehicle for which cover is provided under this Policy where statutory liability for such treatment arises

A payment by reason of this Section shall not be regarded as a claim under this Policy for the purpose of No Claim Discount

EXCEPTIONS TO PART 2 OF SECTION I

Except so far as is necessary to meet the requirements of any road traffic legislation the Company shall not be liable in respect of

- 1 loss damage or liability arising in or on the Premises or any other Motor Trade premises owned by or in the occupation of the Policyholder
- 2 loss of or damage to
 - (a) material property belonging to or held in trust by or in the custody or control of the Policyholder or the Insured Person
 - (b) the Vehicle
 - (c) property being conveyed by the Vehicle

Part 3 of Section I - Endorsements to Section I

The Policy is subject to those Endorsements in this Part which are stated in the Policy Schedule as being operative

- MTR1

EXCESS - ACCIDENTAL DAMAGE

In respect of each and every occurrence (including windscreen claims) the Company shall not be liable under Part I of Section I of the Policy for the first amount of the claim (the Excess) and this amount is specified in the Schedule

This Excess shall not apply in respect of loss or damage to the Vehicle/Trailer by Fire Self-Ignition Lightning Explosion or by Theft or Attempted Theft
- MTR8

THIRD PARTY FIRE AND THEFT WHILST PERSONS HOLDING A PROVISIONAL DRIVING LICENCE ARE DRIVING

The Company shall not be liable under Part 1 of Section I of the Policy for loss or damage other than by Fire Self-Ignition Lightning Explosion or by Theft or attempted Theft while the Vehicle is being driven by or is under the direct control of any person who holds a Provisional Licence
- MTR9

INCREASED "PROPERTY DAMAGE" LIMIT

The limit of indemnity referred to in Part 2 of Section I against liability for damage to property is increased to the amount specified against this endorsement number in the Policy Schedule
- MTR10

COMPREHENSIVE COVER WITH INCREASED EXCESS FOR SPECIFIED PERSONS

Endorsement MTR8 is inoperative while the Vehicle is being driven by or is under the direct control of the person(s) mentioned against this Endorsement number in the Policy Schedule

In respect of such person(s) the amount for which the Company shall not be liable in terms of Endorsement MTR1 is increased to the amount stated in the Schedule against this Endorsement number

Section II - Motor Trade Internal Risks

(This section comprises a Preamble and 4 Parts)

Preamble

INSURANCE PROVIDED

Where in the Schedule the Insurance Provided under this Section is

- 1 "Comprehensive" all Parts of this Section apply
- 2 "Third Party" Part I of this Section does not apply

Part 1 of Section II - Loss or Damage to Own Vehicles occurring on the Premises

The Company will pay for loss of or damage to Vehicles including the accessories and spare parts or components whilst on the Vehicles

Payment may be made at the company's option either for the cost of repair reinstatement or replacement or by cash for the amount of the loss or damage agreed between the Company and the Policyholder but not in any event exceeding the reasonable purchase cost to the Policyholder at the time of the loss or damage
Provided that such Vehicle is

- (a) the property of the Insured or of any person employed by the Insured or of a member of the Insured's family or household
- (b) hired to any of them under a hire purchase agreement

Provided also that

- (i) the damage is caused by accidental external and visible means
- (ii) the damage occurs on the Premises or at any other place at which the Policyholder is performing Motor Trade work not being premises owned by or in the occupation of the Policyholder
- (iii) the total liability of the Company under this Part in respect of any one accident or number of accidents arising out of one cause shall not exceed the sum of €65,000

EXCEPTIONS TO PART I OF SECTION II

The Company will not pay for

- 1 depreciation wear and tear mechanical or electrical breakdown or computer breakdown failures or breakages
- 2 damage to tyres unless such damage arises simultaneous to other loss or damage insured by this Policy
- 3 loss of use
- 4 loss of or damage to Vehicles caused directly or indirectly by
 - (a) fire or explosion
 - (b) storm tempest or flood
 - (c) theft or attempted theft
 - (d) any defective workmanship or the consequences thereof
 - (e) or through any demolition of or structural alteration or addition to the premises
- 5 any loss or damage resulting from the driving of any Vehicle in a Public Place within the meaning of the Road Traffic Acts other than in or about the Premises
- 6 accident injury loss damage or liability arising elsewhere than in the Republic of Ireland Northern Ireland Great Britain The Channel Islands or the Isle of Man
- 7 damage to Vehicles sustained whilst that part of any Vehicle is being worked upon
- 8 the first €125 of any amount otherwise payable in respect of any one accident or number of accidents arising out of one cause

Part 2 of Section II - Liability to Third Parties Occurring on the Premises

EVENT

In the Event of accidental

- 1 Bodily Injury or
- 2 loss of or damage to Property or
- 3 obstruction trespass nuisance or interference with any right of way air light or water or other easement

which arises in connection with the Business and which occurs during the Period of Insurance and within the Republic of Ireland Northern Ireland Great Britain the Channel Islands or the Isle of Man

INDEMNITY

In respect of such an Event the Company will indemnify the Insured Person against

- 1 Legal liability for compensation
 - (a) in respect of bodily injury including death illness or disease up to €2,600,000 in respect of any one claim or number of claims arising out of one cause
 - (b) in respect of damage to material property up to €2,600,000 in respect of any one claim or number of claims arising out of one cause and
- 2 Costs and Expenses

INSURED PERSON

For the purposes of this Section of the Policy "Insured Person" shall mean any one or more of the following on whose behalf payment is claimed and/or the legal personal representatives of any of them

- 1 The Policyholder
- 2 Any director of the Policyholder
- 3 Any person employed by the Policyholder
- 4 Any Principal for whom the Policyholder is carrying out a contract for the performance of work but only to the extent required by the contract conditions
- 5 The officers committees and members of the Policyholder's canteen sports and social educational and welfare organisations and first-aid fire security and ambulance services in their respective capacities but only in respect of the provision of such facilities or services or work
- 6 Any director or employee of the Policyholder in respect of repair maintenance and decoration work undertaken by any employee for such director or employee of the Policyholder at the private dwelling house of the Policyholder or any director or employee with the prior consent of the Policyholder but only in respect of the provision of such facilities or services or work

EXCEPTIONS TO PART 2 OF SECTION II

The Company will not pay for

Vehicles

- 1 any loss damage or liability resulting from the driving elsewhere than in or on The Premises of any vehicle by the Insured or any person in the service of acting on behalf of the Insured
- 2 any liability which is compulsorily insurable under any Road Traffic Act Legislation

Provided there is no indemnity afforded under any more specific insurance this exception will not apply to the loading or unloading of motor vehicles or trailers

Craft

- 3 any loss damage or liability arising out of the possession ownership or use by or on behalf of the Insured Person of any aircraft aerial device hovercraft or watercraft

Property under the Insured's Control

- 4 loss of or Damage to
 - (a) property belonging to the Insured or loaned to or hired to the Insured
 - (b) property which is held in trust by or held in the custody or control of the Insured or any Person Employed by the Insured or any party who is carrying out work on behalf of the Insured

Loss of or Damage by Goods

- 5 bodily injury loss or Damage caused by goods (including containers) manufactured sold supplied repaired serviced tested maintained altered cleaned or inspected by the Insured

Lifts/Pressure Plant

- 6 liability in respect of Injury loss or Damage caused by or arising from any lift elevator escalator hoist or power driven cranes other than car hoists having a lift not exceeding 6ft or the explosion of any Steam boiler or any steam pressure vessel belonging to or in the charge or control of the Insured or for the maintenance for which the Insured is responsible

Part 3 of Section II - Loss of or Damage to Customers' Vehicles

Notwithstanding Exception 4 in Part 2 of Section II of the Policy the Company will indemnify the Insured in respect of accidental loss of or Damage to any motor vehicle (including its accessories and spare parts while thereon) held in trust by the Insured or in the custody or control of the Insured which occurs during the Period of Insurance in or about the Premises or at any other place at which the Insured is carrying out Motor Trade work

EXCEPTIONS TO PART 3 OF SECTION II

The Company will not pay for

- 1 depreciation wear and tear mechanical or electrical breakdown or computer breakdown failures or breakages
- 2 loss of or Damage to any motor vehicle (including its accessories or spare parts while thereon) which is the property of the Insured or any person employed by the Insured or of any member of the Insured's family or household
- 3 loss of or damage to Vehicles caused directly or indirectly by
 - (a) fire or explosion
 - (b) storm tempest or flood
 - (c) theft or attempted theft
 - (d) any defective workmanship or the consequences thereof
 - (e) or through any demolition of or structural alteration or addition to the premises
 - (f) damage to Vehicles sustained whilst that part of any Vehicle is being worked upon
 - (g) frost except where motor vehicles are garaged in an enclosed building
 - (h) exposure to weather
- 4 the first €125 of any amount otherwise payable in respect of any one accident or number of accidents arising out of one cause
- 5 any loss or damage resulting from the driving of any Vehicle
 - (a) in a Public Place within the meaning of the Road Traffic Acts
 - (b) elsewhere than in or about the Premises or at any other place at which the Insured is performing Motor Trade work

Part 4 of Section II - Endorsements to Section II

The Policy is subject to those Endorsements in this Part which are stated in the Policy Schedule as being operative

MTI3 SERVICING

Notwithstanding Exception 5 in Exceptions to Part 2 of Section II the Company will indemnify the Insured Person in respect of accidental

- 1 Bodily Injury
- 2 loss of or damage to Property which occurs during the Period of Insurance in connection with the Business from work effected in the Republic of Ireland Northern Ireland Great Britain the Channel Islands or the Isle of Man and caused by or arising from
 - (a) the sale or supply of lubricants fuel anti-freeze or water directly into motor Vehicles
 - (b) repair servicing testing maintenance alteration cleaning or inspection of motor vehicles including the sale or supply of parts components or accessories in conjunction with such work other than goods manufactured by the Insured or on behalf of the Insured

but excluding:

- (a) the sale or supply of other parts components or accessories lubricants or fuel
- (b) the examination and certification of motor vehicles
- (c) the sale or supply of motor vehicles including pre-delivery checks of such vehicles as required by the manufacturers and the fitting of additional accessories to such vehicles

Provided that the Company's liability for all compensation payable arising out of all insured events occurring in any one Period of Insurance shall not exceed €1,300,000

EXCEPTIONS TO ENDORSEMENT MTI3

The Company will not be liable under this Endorsement in respect of:

- 1 loss of or Damage to:
 - (a) Property belonging to the Insured or loaned or hired to the Insured or any Person Employed by the Insured or member of the Insured's family or household
 - (b) Property (other than motor vehicles) held in trust by or in the custody or control of the Insured or any Person Employed by the insured or any party who is carrying out work on behalf of the Insured
 - (c) any motor vehicle in or about the Insured's premises resulting directly or indirectly from fire or explosion
- 2 compensation which arises solely by virtue of an express guarantee warranty condition or indemnity given or accepted by the Insured unless liability would have attached to the Insured notwithstanding such guarantee warranty condition or indemnity
- 3 Bodily Injury loss or Damage caused directly by the driving of any motor vehicle
- 4 the cost of rectifying the original repair servicing testing maintenance alteration cleaning or inspection giving rise to the liability of the Insured

- 5 Damage to that part of any property on which the Insured or any Person Employed is or has been working
- 6 the cost of replacing reinstating or repairing any motor vehicle parts components accessories lubricants or fuel sold supplied or installed by the Insured or on behalf of the Insured
- 7 the supply or fitting of racing tyres which have been manufactured remoulded or recut or imported by the Insured or on behalf of the Insured
- 8 the cover provided by this Endorsement is excluded if
 - (a) any apprentice is not supervised by a qualified mechanic
 - (b) any work is not checked by a qualified mechanic before a Vehicle is released to a customer
 - (c) servicing records are not retained in support of all servicing and repairs including the sale and supply of spare parts, components or accessories for such servicing or repair for two years (such records must be available for inspection by the Company at any time)

MTI4 SERVICING AND SALE OF GOODS

Notwithstanding Exception 5 in Exceptions to Part 2 of Section II the Company will indemnify the Insured Person in respect of accidental

- 1 Bodily Injury
- 2 loss of or Damage to Property which occurs during the Period of insurance in connection with the Business from premises in the Republic of Ireland Northern Ireland Great Britain the Channel Islands or the Isle of Man and caused by or arising from
 - (a) the sale or supply of lubricants fuel anti-freeze or water directly into motor vehicles
 - (b) repair servicing testing maintenance alteration cleaning or inspection of motor vehicles including the sale or supply of parts components or accessories in conjunction with such work other than goods manufactured by the Insured or on behalf of the Insured
 - (c) the sale or supply of other parts components or accessories lubricants or fuel other than goods manufactured by the Insured or on behalf of the Insured
 - (d) the examination of motor vehicles in accordance with the European Communities (Vehicle Testing) Regulations 1981 or any amendments thereto
 - (e) the Sale of motor vehicles including pre-delivery checks of motor vehicles as required by the manufacturers and the fitting of additional accessories to such vehicles

Provided that the Company's liability for all compensation payable arising out of all insured events occurring in any one Period of Insurance shall not exceed €1,300,000

EXCEPTIONS TO ENDORSEMENT MT14

The Company will not be liable under this Endorsement in respect of:

- 1 loss of or Damage to:
 - (a) Property belonging to the Insured or loaned or hired to the Insured or any person employed by the Insured or member of the Insured's family or household
 - (b) Property (other than motor vehicles) held in trust by or in the custody or control of the Insured or any Person Employed by the Insured or any party who is carrying out work on behalf of the Insured
 - (c) any motor vehicle in or about the Insured's premises resulting directly or indirectly from fire or explosion
- 2 compensation which arises solely by virtue of an express guarantee warranty condition or indemnity given or accepted by the Insured unless liability would have attached to the Insured notwithstanding such guarantee warranty condition or indemnity
- 3 Bodily Injury loss or Damage caused directly by the driving of any motor vehicle
- 4 the cost of rectifying the original repair servicing testing maintenance alteration cleaning or inspection giving rise to the liability of the Insured
- 5 Damage to that part of any property on which the Insured or any employee or any person on behalf of the Insured is or has been working
- 6 the cost of replacing reinstating or repairing any goods sold or supplied by the Insured or on behalf of the Insured
- 7 the supply or fitting of racing tyres which have been manufactured remoulded or recut or imported by the Insured or on behalf of the Insured
- 8 Bodily injury loss or Damage arising in connection with goods sold or supplied with the knowledge of the Insured for use in the United States of America or Canada
- 9 the cover provided by this Endorsement is excluded if
 - (a) any apprentice is not supervised by a qualified mechanic
 - (b) any work is not checked by a qualified mechanic before a Vehicle is released to a customer
 - (c) servicing records are not retained in support of all servicing and repairs including the sale and supply of spare parts, components or accessories for such servicing or repair for two years (such records must be available for inspection by the Company at any time)
 - (d) all Vehicles are not fully serviced in accordance with the Manufacturer's Guide before sale and if servicing records are not retained for at least two years (such records must be available for inspection by the Company at any time)

MT17 AMENDED "DAMAGE TO VEHICLES" LIMIT

In respect of liability for damage to any motor vehicle the limit of indemnity referred to in paragraph 1(b) in the clause entitled "Indemnity" in Part 2 of Section II is altered to the amount mentioned against this Endorsement number in the Policy Schedule

MT18 AMENDED "DAMAGE TO OTHER PROPERTY" LIMIT

The limit of indemnity against Liability for damage to material property other than any motor vehicle referred to in paragraph 1(b)

in the clause entitled "Indemnity" in Part 2 of Section II is altered to the amount mentioned against this Endorsement number in the Policy Schedule

MT19 FILLING STATIONS

Notwithstanding Exception 5 in Exceptions to Part 2 of Section II the Company will indemnify the Insured Person in respect of accidental

- 1 Bodily Injury
- 2 loss of or Damage to Property

which occurs during the Period of Insurance in respect of liability arising from the sale or supply of lubricating or fuel oil petrol or water directly into motor vehicles

Provided that the Company's liability for all compensation arising out of all insured events shall not exceed €1,300,000 in any one Period of Insurance

EXCEPTIONS TO ENDORSEMENT MT19

The Company will not be liable under this Endorsement in respect of:

- 1 (a) loss of or Damage to
or
(b) the cost incurred by anyone in removing replacing rectifying or reinstating
any goods sold or supplied
- 2 compensation which arises solely by virtue of an express guarantee warranty condition or indemnity given by or accepted by the Insured unless liability' would have attached to the Insured notwithstanding such guarantee warranty condition or indemnity

General Exceptions

Applicable to the whole of the Policy except where stated otherwise

THE COMPANY WILL NOT PAY FOR

Injury to Employees

- 1 bodily injury to any person arising out of and in the course of such person's employment by the Insured Person

Contractual Liability

- 2 liability assumed by the Policyholder by agreement and which would not have attached in the absence of such agreement

Other Insurances

- 3 any claim if the Insured Person (other than the Policyholder) is entitled to claim payment or indemnity under any other policy

Operation as a Tool

- 4 liability arising in connection with the operation as a tool of the Vehicle where the Vehicle is designed to operate primarily as a tool or plant forming part of the Vehicle or attached thereto except so far as is necessary to meet the requirements of the Road Traffic Acts

Radioactive Contamination

- 5 (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
(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

War

- 6 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 except so far as is necessary to meet the requirements of the Road Traffic Acts

Earthquake Riot and Civil Commotion

- 7 any bodily injury loss of or damage to property (except under Part 2 of Section I) arising during or in consequence of
 - (a) earthquake
 - (b) riot or civil commotion

Sonic or Supersonic Damage

- 8 loss destruction or damage (except under Part 2 of Section I) directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

Pollution

- 9 This Policy excludes all liability in respect of pollution or contamination other than caused by a sudden and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance

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

The liability of the Company for all compensation payable in respect of all pollution or contamination which is deemed to have occurred during the Period of Insurance shall not exceed €2,000,000 in the aggregate

For the purpose of this clause "pollution or contamination" shall be deemed to mean

all pollution or contamination of buildings or other structures or of water or land or the atmosphere and

all loss or damage or injury directly or indirectly caused by such pollution or contamination

Deliberate Acts

- 10 Any occurrence which results from a deliberate act or omission of the Insured Person and which could reasonably have been expected by the Insured Person having regard to the circumstances of such act or omission

Liquidated damages and penalty clauses etc.

- 11 Liquidated damages or penalty clauses or fines or punitive or exemplary damages or any damages resulting from the multiplication of compensatory damages

THE COMPANY WILL NOT PAY FOR

- 12 Any accident, injury, loss, damage or liability which occurs where any person driving the Vehicle or any person using but not driving the Vehicle
 - (a) has at the time of the accident giving rise to the claim a breath blood or urine alcohol/drug level above the legal limit shown in the Road Traffic Acts and any further regulations or
 - (b) is convicted of or has a prosecution pending for an offence under the Road Traffic Acts involving alcohol or drugs arising from the accident or the occasion giving rise to the claim.

Cyber Exclusion

Except so far as is necessary to meet the requirements of road traffic legislation the Company will not pay for the following

- 13 any liability arising directly or indirectly from or in connection with a Cyber Loss

For the purpose of this exclusion, Cyber Loss means any loss damage liability claim cost or expense of whatsoever nature directly or indirectly caused by contributed to by resulting from arising out of or in connection with any Cyber Act including but not limited to any action taken in controlling preventing suppressing or remediating any Cyber Act

Cyber Act means a deliberate unauthorised malicious or criminal act or series of related deliberate unauthorised malicious or criminal acts regardless of time and place or the threat or hoax thereof involving access to processing of use of or operation of any Computer system

Computer System means any computer hardware software communications system electronic device (including but not limited to smart phone laptop tablet wearable device) server cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input output Data storage device networking equipment or back up facility

Data means information facts concepts code or any other information of any kind that is recorded or transmitted in a form to be used accessed processed transmitted or stored by a Computer System.

Sanctions exclusion

- 14 Any loss damage liability cost expense or any other benefit of whatsoever nature where the provision of any payment in respect of such loss damage liability cost expense or any other benefit under this policy would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or any trade or economic sanctions laws or regulations, including those of the European Union, United Kingdom and United States of America.

Terrorism Exclusion

- 15 Any liability loss damage, cost or expense of whatsoever nature (except so far as is necessary to meet the requirements of the Road Traffic Acts) directly or indirectly caused by resulting from or in connection with any act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss

For the purpose of this exclusion, terrorism means an act and/or threat of force or violence by any person or persons, whether acting alone or on behalf of or in connection with any organisation committed for political or other purposes with including the intention to influence any government and/or to put the public or any section of the public in fear

The exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism

If the Company maintain that by reason of this exclusion any loss damage cost or expense is not covered by this policy, the burden of proving the contrary shall be upon the Insured.

General Conditions

Applicable to the whole of the Policy except where stated otherwise

Identification

- 1 This Policy the Sections any Endorsement thereon the Policy Schedule and the Road Traffic Act Certificate(s) are to be read together and any word(s) or expression(s) to which a specific meaning has been attached in any of them shall bear the same meaning wherever it/they may appear

For the purposes of this Policy the word

- (i) "Insured" appearing on any Endorsement hereon shall have the same meaning as the word "Policyholder"
- (ii) "Public Place" shall have the same meaning as it has for the purposes of Part 6 of the Road Traffic Act 1961

Proposal Form and Information you provide

- 2 You are under a duty to answer all questions, which we ask, honestly and with reasonable care. The answers in any proposal, statement of fact, declaration and any other document provided by you to us for this insurance must be true and complete. Any proposal, statement of fact, declaration and any other document provided by you to us will form part of your contract with us.

In addition, any obligation of the Company to make any payment under this Policy is conditional upon the Policyholder

or any other person on whose behalf payment is claimed observing the terms and conditions of this Policy in so far as they apply.

Additional Duty of disclosure for Non-Consumer Customers that also applies (this does not apply to any Policyholder who is a Consumer as defined in this policy)

- 3 Any facts known to the Policyholder and any changes affecting the risk since inception of the Policy or last renewal date (whichever is the later) must be disclosed to us. Failure to disclose may mean that the Policy will not provide the Policyholder with the cover required or may invalidate the Policy altogether

Claims Procedure

- 4 Injury loss or damage must be reported to the Company with full details as soon as possible. Every communication relating to such occurrence must be sent to the Company immediately and the Policyholder or any other person on whose behalf payment is claimed shall give all such assistance as the Company may require.

Notice must also be given to the Company immediately the Policyholder or any other person on whose behalf payment is claimed shall have knowledge of any impending prosecution or inquest in connection with any such event.

No admission of liability or offer or promise of payment whether expressed or implied shall be made without the written consent of the Company which shall be entitled at its own discretion to take over the conduct in the name of the Policyholder or any other person entitled to indemnity or payment under this Policy the defence or settlement of a claim or to prosecute in the name of the Policyholder or such other person for its own benefit a claim for indemnity or damages or otherwise.

Claims Control

- 5 In connection with any one claim or number of claims arising out of one cause for payment against liability in respect of loss of or damage to material property the Company may at any time pay to the Policyholder 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

Upon such payment being made the Company 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

Other Insurances

- 6 If at the time any claim arises under this Policy there is any other existing insurance covering the same accident injury loss or damage the Company shall not be liable to pay or contribute more than its rateable proportion of any loss damage compensation costs or expenses

Nothing however in this Condition shall impose on the Company any obligation to make any payment under this Policy from which it would have been relieved under General Exception 3 of this Policy but for the terms of this Condition

Safeguarding from Loss and Vehicle Maintenance

- 7 The Policyholder must take all reasonable care to prevent injury loss or damage and to maintain the premises plant and every thing used in the Business in proper repair and to act in accordance with all statutory obligations and regulations including the Statutory Inspection of all lifting plant passenger lifts and steam pressure vessels and the maintenance of

Vehicles in efficient condition.

The Policyholder must take all reasonable steps to prevent accident, injury, loss or damage. While unattended, the Vehicle must not be left unlocked, or the keys to the ignition left with or in the Vehicle or windows or sunroof left open.

No cover operates under this Policy where any accident, injury, loss, damage or liability occurs and any person driving the Vehicle or any person using but not driving the Vehicle

- (a) has at the time of the accident giving rise to the claim a breath blood or urine alcohol/drug level above the legal limit shown in the Road Traffic Acts and any further regulation; or
- (b) is convicted of or has a prosecution pending for an offence under the Road Traffic Acts involving alcohol or drugs arising from the accident or the occasion giving rise to the claim.

If you do not comply with this 'Safeguarding from Loss and Vehicle Maintenance' condition or do not take all reasonable steps to prevent accident, injury, loss or damage

- (i) no cover operates under this Policy; and
- (ii) if we have to meet any legal liabilities under this insurance as a Road Traffic Act insurer, we have the right to ask you (or any other person) to repay us that outlay.

Personal belongings should be placed in the locked boot, glove box or closed storage compartment when your vehicle is unattended.

You must allow the Company to examine the Vehicle at any time.

Policy Cancellation Procedure

- 8 In addition to your ability to cancel the Policy within the Cooling Off Period you may cancel this Policy at any time by notifying us and returning your Certificate of motor insurance and windscreen disc to us. If you cancel the Policy after the Cooling Off Period, as long as no claim has happened during the current period of insurance, we will work out the premium for the period for which we have insured you and refund any balance, provided that the refund due to you amounts to at least €20.

If you cancel the Policy after the Cooling Off Period, we will not refund any premium if you have made a claim or if one has been made against you during the current period of insurance. If you pay your premium by monthly instalments (direct debit) and you have made a claim, or one has been made against you, the balance of the annual premium will become payable to us upon cancellation after the Cooling Off Period.

This Policy or any Section or Part thereof may be cancelled by the Company by sending ten day's notice by letter to the last known address of the Policyholder. You will then be entitled to a refund of part of your premium.

If you wish to cancel your Policy within the Cooling Off Period, please read the section 'Your Policy and Schedule' for more information.

Hiring Agreement

- 9 If to the knowledge of and agreed by the Company the Vehicle is owned by a person other than the Policyholder or is the subject of a hiring, hire purchase, contract hire or leasing agreement any payment for loss or damage for which the Company is liable may be made to the Owner whose receipt will be a full and final discharge to the Company

Arbitration

- 10 Any dispute between the Policyholder and the Company on the Company's liability in respect of a claim or the amount to be paid shall, in default of agreement, be referred within twelve months of the dispute arising, to an Arbitrator, appointed jointly by the Policyholder and the Company in agreement, or failing agreement appointed by the President for the time being of the Law Society of Ireland and the decision of such Arbitrator shall be final and binding on both parties. If the dispute has not been referred to arbitration within the aforesaid twelve month period, then it shall be deemed to have been abandoned and not recoverable thereafter

Avoidance of Certain Terms and Right of Recovery

- 11 Nothing in this Policy or any Endorsement thereon shall affect the right of any person insured by this Policy (or of any other Person) to recover an amount under or by virtue of the provisions of the law of any territory in which this Policy operates relating to the insurance of liability to third parties

But the policyholder shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the provisions of such law

Mid term alterations

- 12 If you make an alteration to your policy and this results in an adjustment in premium, we will not charge you for premium adjustments less than €20, nor will we refund you any premium amounts of less than €20

Driving Licence conditions

- 13 Before the Company will make any payment under this Policy
- (a) any person whose driving is covered by the terms of the Certificate must hold a licence to drive the Vehicle or if having held a licence to drive must not have been disqualified from holding that licence
 - (b) Any person whose driving is covered by the terms of the Certificate must comply with any restriction, condition and limit on their driving licence, including any restriction relating to the class of Vehicle being driven or any other licence condition that may apply.
 - (c) Any learner permit holder whose driving is covered by the terms of the Certificate must specifically comply with any legal requirement to be accompanied at all times by a full driving licence holder while the learner permit holder is driving. The learner permit holder must comply with all restrictions, conditions and limits of their learner permit as prescribed by the Road Traffic Acts and any other regulations, which apply to such learner permit holders while driving

Fraud

- 14 You may lose all benefit under this Policy if any claim is fraudulent in any way or if you or anyone acting on your behalf has used any type of fraud relating to this insurance Policy (this includes exaggerating a claim, making a claim which is in any way false, or use of any false or stolen documents when making a claim).

You may lose all benefit under this Policy if you have not answered all questions, which we have asked, honestly and with reasonable care (including any answers or information you have provided to us that may have affected our decision to provide cover or in calculating the Policy premium) or if you have used any false or stolen documents in applying for the cover provided under this Policy.

In the event of any fraud relating to this insurance Policy we may cancel the Policy and retain the premium paid.

Alteration of Risk

15 You may lose all benefit and cover under this Policy if, since the start date of the Policy or your last renewal date (whichever is the latest), there is a material change in your circumstances (which includes any new circumstances or changes in circumstances which alter the subject matter of this Policy or the nature of the risk underwritten). To ensure you are fully protected, please tell us immediately of any changes in respect of circumstances relating to you, the other drivers covered under this Policy, your Vehicle (as required by this Policy) or Vehicle insurance.

Information or Changes we need to know about

16 You must immediately tell us about:

1. where required by your Policy terms and conditions, any change or replacement of the Vehicle or if you sell or dispose of the Vehicle;
2. any change in the Business, your occupation or any change in the way the Vehicle is used if such use is not covered by the certificate issued (and which remains effective) to the Policyholder for the Vehicle;
3. if the Vehicle is given access to any hazardous sites or locations (for example access to airside or any other restricted parts of an airport), or begins carrying explosive, corrosive, chemical, inflammable or hazardous goods;
4. any change affecting ownership of the Vehicle;
5. any accident, loss or claims made against you or any driver that may drive the Vehicle in the last five years, and/or any claims currently outstanding/pending, that have not already been advised to us;
6. any convictions, offences, driving disqualifications or prosecutions pending of any nature (for example, but not limited to, fraud, theft or handling stolen goods) that are not considered a 'spent conviction under the Criminal Justice (Spent Convictions and certain Disclosures) Act 2016 that have not already been advised to us;
7. If you or any driver, within the past 5 years, has been
 1. refused a renewal of an insurance policy,
 2. had a policy of insurance cancelled,
 3. had an increased excess or reduced level of policy cover imposed on a motor policy, by any insurer, that has not already been advised to us;
8. any medical condition, that impairs any driver's ability to drive, that has not been advised to the National Driving Licence Service or that has not already been advised to us; and/or
9. any changes to the current and valid driving licence, which each driver is required to hold, that prevents a driver from legally being allowed to drive in the Republic of Ireland.

If you don't give us full and correct information, or tell us about the above changes, we may refuse to pay all or part of a claim.

Therefore, to ensure you are fully protected if you are unsure whether you need to tell us of a change in respect of your circumstances, please contact your broker immediately.



*For our joint protection, we may record and
monitor phone calls.*

Aviva Insurance Ireland DAC

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