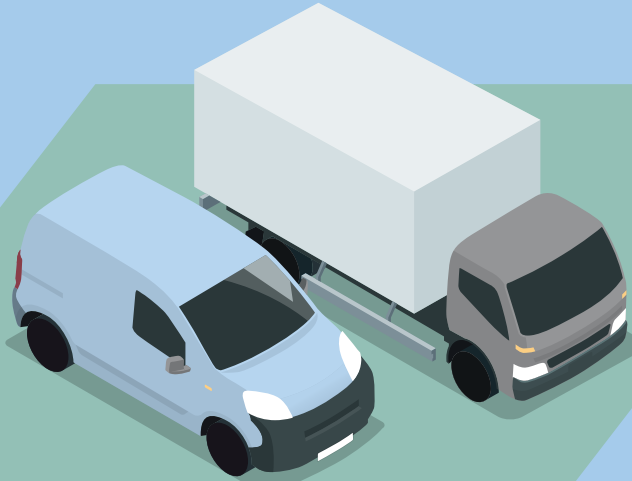




November 2024



# Fleet Insurance Policy Document



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# Welcome to AXA

## Thank you for choosing AXA

Please read carefully all documents that **we** have provided and keep them in a safe place.

If **you** have any questions, need anything explained or believe this contract does not meet **your** needs, please contact **your** broker. Or if **you** are Insured directly with AXA please contact **your** local branch. **Your Policy** is designed to be flexible and to accommodate **your** changing needs and circumstances.

## Caring for our Customers

There may be times when **you** feel **you** do not receive the service you expect from **us**.

This is **our** complaints process to help you.

- For a complaint about **your policy**, contact **your** broker or if **you** are Insured directly with AXA please contact your local branch.

For a complaint about **your** claim, contact **our** claims action line on 0818 7 365 24

If **we** cannot sort out **your** complaint, **you** can contact **our** Customer Care Department on 0818 50 55 05 or:

- email: [axacustomer@axa.ie](mailto:axacustomer@axa.ie); or
- write to AXA Insurance, Customer Care, Freepost, Dublin 1.

If **you** are unhappy with the way **we** have dealt with **your** complaint, **you** may be able to refer to:

Financial Services and Pensions  
Ombudsman Office

Lincoln House, Lincoln Place, Dublin 2,  
D02 VH29

Phone: +3531 567 7000

Email: [info@fspo.ie](mailto:info@fspo.ie)

Website: [www.fspo.ie](http://www.fspo.ie)

## **Our** promise to **you**

- **We** will reply to **your** complaint within five days.
- **We** will investigate **your** complaint.
- **We** will keep **you** informed of progress.
- **We** will do everything possible to sort out **your** complaint.
- **We** will use feedback from **you** to improve **our** service.

# Motor Fleet Insurance Policy

This document and any endorsements that are included in it sets out **your** and **our** rights and responsibilities.

The insurer that **your** contract is with is AXA Insurance dac which is established in the Republic of Ireland.

Both **you** and **we** can choose the law within the European Union which will apply to the contract. **We** propose that Irish law will apply.

The cover within this policy has many benefits to give **you** peace of mind. However, as with all insurance contracts, there will be circumstances where cover will not apply. These are shown in this document.

Please read **your policy** carefully and keep it in a safe place.

**Your policy** includes:

- ▶ The **policy** wording in this document;
- ▶ The **statement of fact and schedule** that has your details and the cover that applies and
- ▶ The **vehicle schedule**
- ▶ Any endorsement which applies.

Unless a section or part of this **policy** shows the countries to which it applies, the cover provided by this policy applies only in the Republic of Ireland and the UK or in transit by sea between any ports therein.

As long as **you** have paid or agreed to pay the premium, **we** will cover death, injury, loss or damage that happens during the **period of insurance** as described in the following pages for the sections **you** have chosen.

On behalf of AXA Insurance dac



Marguerite Brosnan, Chief Executive  
AXA Insurance dac Registered number 136155

Registered number 136155. Registered office Wolfe Tone House, Wolfe Tone Street, Dublin 1

# Vehicle Definitions

Throughout this **Policy** whenever the following words or phrases appear in bold blue they will have the meaning as described below :

## **The Vehicle**

Any motor vehicle in respect of which there is in force an effective Certificate of Motor Insurance issued by us to the Insured

## **Private Motor Car**

Any passenger carrying vehicle with not more than 8 passenger seats and not otherwise defined below

## **Goods Carrying Vehicle**

Any motor vehicle manufactured for the carriage of goods

## **Agricultural Vehicle**

Any tractor or self-propelled implement used solely for agricultural and forestry purposes

## **Mini Bus**

Any motor vehicle with a capacity of more than 8 passenger seats but no more than 16 passenger seats

## **Motor Coach**

Any passenger carrying vehicle authorised to carry more than 16 passengers

## **Hire Car**

Any passenger carrying vehicle with not more than 8 passenger seats and licensed for the carriage of passengers for hire or reward

## **Motor Cycle**

Any motor cycle or moped or motor cycle with side car

## **Special Type Vehicle**

Any vehicle constructed to operate primarily as a tool and not designed for the carriage of goods or passengers

# General Definitions

## Certificate of insurance

The document that proves to the authorities that **you** have insurance which complies with the law.

It shows:

- Who is insured to drive
- The vehicle that is insured
- What type of use the vehicle is insured for

## Endorsement

An alteration to the terms of the **policy**. It may be included in this document or on your schedule or may be issued separately.

## Europe, European

Member states of the European Union (EU) and Member states of the EEA (Iceland, Liechtenstein and Norway) and Switzerland

## Excess

The amount of a claim not covered by this insurance and for which **you** are responsible.

## Insured Vehicle

Any motor vehicle (including any Private Car) mentioned by description or registration mark on the Certificate of Motor Insurance and in the **Schedule**

To ensure that the cover provided under the **Policy** is fully operative, any addition or change of vehicles must be notified as required by the terms of the Policy. Failure to comply with these could lead to the vehicle not being fully insured

## Market value

The cost of replacing the **Insured Vehicle** with another of the same make, model, age and of a similar mileage at the time of loss. Modifications are excluded from the calculation unless we knew of them when agreeing cover.

## Period of insurance

The period from the start date to the end date of your policy as shown on your schedule and **certificate of insurance**.

## Policy

The contract of insurance between you and us based on the answers **you** have given to questions we have asked and/or your **statement of fact** / proposal form and consisting of the **policy schedule**, this policy document and any **endorsements** included

## Schedule

The document which sets out your details, the dates of cover, the sections of the policy that apply and any excesses or endorsements. The schedule forms part of this policy.

## Statement of Fact

A written record of the information provided by you, or someone acting on your behalf, in your application for this **policy**. It includes information provided in writing (including online) or spoken by **you** or by the person acting on **your** behalf.

## Vehicle Schedule

Sets out details of the vehicles last declared to **Us** and notes the cover provided subject to any endorsement shown on the schedule.

## UK

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

## We, our, us, the Company

AXA Insurance dac.

## You, Your

The policyholder named in the schedule including parties jointly described.



# Insurance Provided

The Insurance provided by this **Policy** is as stated in the **Schedule**

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

If Cover is	Sections Applicable are:
Comprehensive	1(a), 1(b), 1(c), 2, 3, 4, 5, 6
Third Party Fire and Theft	1(b), 2, 3
Third Party	2, 3

The cover is subject to the Special Provisions General Exceptions and Conditions of this **Policy** and may be varied by **Endorsement** to this Policy.

# Special Provisions

## 1. Territorial Limits / Foreign Travel

The indemnity provided by this **Policy** applies in respect of accident injury loss or damage occurring in the Republic of Ireland, Northern Ireland, Great Britain, Isle of Man and the Channel Islands

In this provision “**Europe**” means

- Member states of the European Union (EU) and
- Member states of the EEA (Iceland, Liechtenstein and Norway) and
- Switzerland

## European Union (Compulsory Cover)

The **Policy** automatically provides the minimum insurance to allow the Insured to use the insured **Vehicle** or **Vehicles** in **Europe** and in transit including the process of loading and unloading by sea between any ports therein

## European Union (Policy Cover)

The cover applicable under the **Policy** in respect of any **Private Motor Car** will also operate while such motor car is in **Europe** and in transit by sea between any ports therein for a period

- a. not exceeding 31 consecutive days for any **Private Motor Car** in any period of Insurance
- b. exceeding 31 consecutive days for any **Private Motor Car** in any one period of Insurance to which we may agree

The cover applicable under the **policy** in respect of any vehicle other than a **Private Motor Car** will also operate while such **vehicle** is in **Europe** and in transit including the process of loading and unloading by sea between any ports therein for the period stated in any International Motor Insurance Card (Green Card) issued to the Insured by the Company.

## 2. Customs Duty

We will indemnify the Insured against liability for the enforced payment of Customs Duty on the vehicle after temporary importation provided that such liability arises directly from loss or damage covered by this **Policy**.

## 3. Payments

If so required by legislation all monies which become or may become due and payable by us under this **Policy** shall be payable and paid in the Republic of Ireland in the currency of the Republic of Ireland

Stamp Duty has been paid or will be paid to the Revenue Commissioners in accordance with the provisions of Section 113 of the Finance Act 1990

## 4. Avoidance of Certain Terms and Right of Recovery

Nothing in this **Policy** or any **Endorsement** hereon shall affect the right of any person indemnified 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 the **Policy** operates relating to the insurance of liability to Third Parties.

However, the Insured shall repay to us all sums paid by **us** which we would not have been liable to pay but for the provisions of such law.

## 5. 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** hereon 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

## 6. Emergency Treatment

**We** will pay the cost of emergency treatment of injuries caused by or arising out of the use of **the vehicle** where statutory liability for such treatment arises

## 7. Varying Cover

In the event that Sections 1(a) and/or 1(b) and/or 1(c) apply in respect of one or more but not all of **the Vehicles** insured under this **Policy** then the **Policy** Sections applying in respect of any vehicle coming into the Insured's custody or control after the last renewal date of the **Policy** shall be (unless otherwise advised)

- a. the same applying to **Vehicles** of a similar type
- OR
- b. if the Vehicles of a similar type have different Sections applying the lowest cover of any **Vehicle** of the same type

insured under the **Policy**

For the purposes of this Provision the phrase "lowest cover" shall mean that Section 2 only will be a lower cover than Section 2 and 1(b) together which shall be lower cover than all Sections together

## Section 1

# Loss or Damage to the Vehicle

### Cover

#### 1(a) Accidental Damage

In the event of loss of or damage to **the Vehicle** (and its accessories and spare parts while therein or thereon) by a cause not specified in Sections 1(b) or 1(c) and not otherwise excepted we will indemnify the Insured against such loss or damage

#### 1(b) Fire and Theft

In the event of loss of or damage to **the Vehicle** (and its accessories and spare parts while therein or thereon) by fire or theft or attempt thereof we will indemnify the Insured against such loss or damage

#### 1(c) Windscreen Breakage

In the event of damage to **the Vehicle** relating solely to breakage of glass in the windscreen or windows or any scratching of bodywork resulting solely and directly from such breakage we will indemnify the Insured against such damage

### Clauses applicable to Section 1

#### Claims Settlement

**We** may at our own option repair, reinstate or replace the Vehicle or any part thereof or its accessories or spare parts or may pay in cash the amount of the loss or damage. If to our knowledge **the Vehicle** is the subject of a hire purchase agreement such payment shall be made to the owner described therein whose receipt shall be a full and final discharge to **us** in respect of such loss or damage.

#### Limit of Indemnity

The maximum amount payable by us in respect of any claim for loss or damage shall be the market value of the Vehicle immediately prior to such loss or damage not exceeding the Insured's estimate of value (where appropriate) entered in our records.

### Delivery to and from repairer

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

### Permission to authorise repairs

In the event of **the Vehicle** sustaining damage for which we may be liable under this **Policy** the Insured may authorise repairs provided an estimate is submitted immediately to **us**.

### Car Phones

For the purposes of Section 1(a) and 1(b) of this Policy a telephone or part thereof will be considered an accessory or spare part if it is designed to be and is actually permanently and securely fixed to **the vehicle**.

### Mobile Phones

For the purposes of Section 1(b) a mobile telephone or telephone equipment shall be considered an accessory while in the vehicle. The maximum amount payable under Section 1(b) in respect of telephone equipment shall be €1,270.

### Fire Brigade Charges

**We** will pay charges from a local authority (in line with the Fire Services Act 1981) for putting out a fire in your car if the fire gives rise to a valid claim under the **policy**, or for removing the driver or passengers from **your** car using cutting equipment.

The most that **we** will pay for any one claim is €2,000.

### Replacement with new car

If within 12 months of first registration as new any Private Car which is purchased new by the Insured and is owned by the Insured or held from new by the Insured under a hire purchase leasing or contract hire agreement is lost by theft and not recovered within 28 days

Subject of damage covered under this Policy to the extent that the cost of repairs exceed 50% of the list price (including tax) of the Private Car at the time of such damage

The Underwriters will with the consent of the Insured and any other interested party replace the Private Car with a new car of the same manufacture model and specification subject to the availability thereof and The Underwriters shall become entitled to possession and ownership of the lost or damaged car

If a replacement Private Car of the same manufacture model and specification is not available then the maximum amount payable by The Underwriters will be the amount shown in the purchase receipt of the Private Car including its accessories after any applicable discounts but not including the Road Tax or VAT

### Exceptions to Section 1

**We** shall not be liable for

- a. Loss of use depreciation wear and tear mechanical or electrical breakdowns failures or breakages
- b. damage to tyres by application of brakes or by road punctures cuts or bursts
- c. any amount in **excess** of the cost expressed in Euro of any part or accessory according to the manufacturer's last published list price plus the reasonable cost of fitting
- d. loss or damage resulting from the use of **the Vehicle** in a rally competition or trial

- e. loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds
- f. loss or damage to the insured **vehicle** whilst carrying a load in excess of that stated in the manufacturer's specifications as the maximum carrying capacity
- g. Loss where any person obtains or attempts to obtain property by using a form of payment that proves to be counterfeit false fraudulent invalid uncollectable irrecoverable or irredeemable for any reason
- h. Loss or damage to the insured **vehicle** where possession is obtained by fraud or deception.
- i. Loss resulting from repossession of **the vehicle** or restitution to its rightful owner
- j. Damage to
  - i. the drum or hopper of any concrete mixer/agitator or carrier and
  - ii. any machinery pipe or hose used for the processing or discharging of the loadresulting from the solidification of the concrete or any like substance

## Section 2

# Liabilities to Third Parties

### Cover

#### 1. Indemnity to the Insured

- a) **We** will indemnify the Insured against liability at law for damages and claimant's costs and expenses and all other costs and expenses incurred with its written consent in respect of
- (i) death of or bodily injury to any person
  - (ii) damage to property not belonging to or held in trust by or in the custody or control of the Insured or of the person driving **the Vehicle** or being conveyed by **the Vehicle** arising out of an accident caused by or in connection with **the Vehicle** a Trailer in the terms of Section 3 of this **Policy** the loading or unloading of **the Vehicle** or Trailer

#### Limit of Liability

**Our** liability in respect of damage to property is limited to €6,500,000 in respect of any one event giving rise to a claim or claims under this **Policy** caused by or in connection with

- a **vehicle** other than a **private motor car** or **motor cycle**
- a trailer unless attached to a **private motor car**
- the loading or unloading of the Vehicle or Trailer (other than a private motor car or trailer attached to such vehicle)

**Our** liability in respect of damage to property is limited to €30,000,000 in respect of any one event giving rise to a claim or claims under this **Policy** caused by or in connection with

- a **private motor car** or **motor cycle**
- a trailer unless attached to a **private motor car**
- the loading or unloading of a **private motor car** or trailer attached to a **private motor car**

### Inquests and Prosecutions

- b) **We** will pay the Solicitor's fees incurred with its written consent for
- (i). representation at any coroner's inquest or fatal inquiry in respect of any death
  - (ii). defending in any Court of Summary jurisdiction any proceedings in respect of any act causing or relating to any event

which may be the subject of indemnity under this Section

### Manslaughter and Dangerous Driving

- c) **We** will at the request of the Insured arrange and pay for legal costs for the defence of the Insured or any other person in the event of proceedings being taken for manslaughter or dangerous driving causing death or serious bodily injury where in either case the death or injury may be the subject of indemnity under this Section

provided that

- (i) in the event of the expenses exceeding €1,270 the Insured shall repay to us any further expenditure in respect of such expenses
- (ii) we may at any time be relieved of any further liability in respect of such legal services upon paying to the Insured such sum of €1,270 less the expenses incurred by **us** to date of payment

The indemnity provided by this Sub-Section is in addition to any indemnity which may be provided by Sub-Section 1(b)

## 2. Indemnity to Other Persons

We will in the terms of Sub-Section 1 indemnify

- a) any person permitted to drive as per the effective **Certificate(s) of Motor Insurance** while driving **the Vehicle** on the Insured's order or with the permission of the Insured
- b) any person using (but not driving) **the Vehicle** with the permission of the Insured for social domestic and pleasure purposes if such use is permitted by the effective Certificate of Motor Insurance
- c) at the request of the Insured any person (other than the person driving) in or upon or mounting into or dismounting from **the Vehicle**

## 3. Indemnity to Legal Personal Representatives

In the event of the death of any person entitled to indemnity under this Section we will in respect of the liability incurred by such person indemnify the legal personal representatives in the terms and subject to the limitations which applied to such person

## 4. Indemnity to Principals

Notwithstanding General Exception 2 **we** will indemnify the Insured in the terms of this Section in respect of liability assumed by the Insured under an agreement with any person (hereinafter called the Principal) for the execution of work or services or in connection with access to any premises or road in the ownership or occupation of the Principal

Provided that

- a) the Insured shall have arranged with the Principal for the conduct and control of all claims for which we may be liable by virtue of this indemnity to be vested in us
- b) we shall not be liable by virtue of this indemnity in respect of
  - i) liability which attaches to the Principal by virtue of an agreement which would not have attached in the absence of such agreement
  - ii) bodily injury to the Principal for any amount for which the Insured would not be liable in the absence of an agreement

- iii) damage to property belonging to or held in trust by or in the custody or control of the Principal for any sum in excess of the amount required to indemnify the Principal
- iv) liability which arises other than by reason of the negligence of the Insured or an employee of the Insured

## 5. Joint Policy - Indemnity to each Insured

In the event of a claim for indemnity under this Section the term 'the Insured' in General Exceptions 1(c) and 1(d) shall be deemed to have been deleted and the name of such of the parties jointly described in the relevant endorsement as the Insured substituted therefor

## 6. Cross Liability Clause

Notwithstanding Exception (e) to this Section of the Policy the indemnity provided by Sub Section 1(a) of this Section shall extend to include property owned by any company forming part of the Insured provided that no liability shall be incurred in respect of property owned by **the Company** owning **the Vehicle**

## Exceptions to Section 2

We shall not be liable

- a) under Sub-Section 2(a) unless the person driving holds a licence to drive the Vehicle or has held and is not disqualified from holding or obtaining such a licence except when **the Vehicle** is being driven in circumstances in which a licence is not required by law
- b) under Sub-Section 2(b) or 2(c) if to the knowledge of the person claiming to be indemnified the person driving does not hold a licence to drive **the Vehicle** unless such person has held and is not disqualified from holding or obtaining such a licence except when **the Vehicle** is being driven in circumstances in which a licence is not required by law

- c) under Sub-Section 2 or 3 to indemnify any person
  - i) if such person is entitled to indemnity under any other Policy
  - ii) unless such person shall observe fulfil and be subject to the terms exceptions and conditions of this Policy insofar as they can apply
  - iii) in the Motor Trade who is driving **the Vehicle** for purposes necessitated by its overhaul upkeep or repair for the Insured
- d) in respect of death of or bodily injury to any person in the employment of the person claiming to be indemnified arising out of and in the course of such employment except so far as is necessary to meet the requirements of Road Traffic Legislation
- e) in respect of damage to property belonging to or held in trust by or in the custody or control of the Insured or the person claiming to be indemnified under this Section
- f) in respect of damage to any vehicle in connection with which indemnity is provided by this Section
- g). in respect of death bodily injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the loading or unloading of the Vehicle other than a **Private Motor Car** or a Trailer attached thereto by any person other than the driver or attendant of the Vehicle



## Section 3

# Towing Risks

### Cover

#### 1. Towing Disabled Vehicles

This **Policy** shall be operative while the Vehicle is being used for the purpose of towing a single disabled mechanically propelled vehicle and we will indemnify the Insured in terms of Section 2 of this **Policy** in respect of liability in connection with the towed vehicle

Provided always that

- a) such vehicle is not towed for reward
- b) we shall not be liable by reason of this Section of this **Policy** in respect of damage to the towed **vehicle** or property to be conveyed by such **Vehicle**

#### 2. Agricultural and Forestry Machinery Implements or Trailers

In respect of **Agricultural Vehicles** the Policy will in the terms of

- a) Section 1(a) and 1(b) if either or both of such Sections are operative - extend to cover any agricultural attachment implement machine or trailer of a market value not exceeding €6,349 at the time of the occurrence giving rise to indemnity under such Section(s) while attached to an **Agricultural Vehicle**
- b) Section 2 Liability to Third Parties - extend to cover any agricultural attachment implement machine or trailer

### 3. Trailers

**We** will indemnify the Insured in the terms of Section 2 of this **Policy** in respect of any trailer owned by the Insured or for which the Insured is legally responsible

- a) whilst such trailer is attached to the Insured's Vehicle
- b) whilst such trailer is detached from the vehicle provided that
  - i) such trailer at all times remains in the Insured's care custody or control
  - ii) such trailer is not attached to a **vehicle** for which indemnity is not provided by this insurance

#### Articulated Vehicles

For the purpose of this **Policy** an articulated vehicle consisting of a power unit and one partially superimposed trailer shall not be deemed to be a vehicle drawing a trailer

Sub Section 1 of Section 3 of this **Policy** shall not be operative unless the power unit is being used without the superimposed trailer

## Section 4

# Personal Accident

### Cover

In the event of any permitted driver in direct connection with **the Vehicle** sustaining bodily injury by accidental external violent and visible means which independently of any other cause and within three calendar months results in death we will at the request of the Insured or of the Insured's personal representatives pay the sum of €6,349 to the legal personal representatives of the deceased person

Provided that we shall not be liable to make any payment in respect of the driver who at the time of the accident has not attained his/her 17th birthday or who has attained his/her 70th birthday

## Section 5

# Medical Expenses

### Cover

If the Insured or the Insured's driver or any occupant of **the Vehicle** shall in direct connection with **the Vehicle** sustain any bodily injury caused by accidental external violent and visible means we will pay to the Insured the medical expenses in connection with such injury up to the sum of €254 in respect of each person injured

## Section 6

# Personal Belongings

### Cover

**We** will indemnify the Insured against loss of or damage to personal belongings while in or on any **Private Motor Car** by fire or by theft (or attempt thereof) or by accidental means or at the request of the Insured we will indemnify such other person as may be the owner of the property so lost or damaged

Provided that

our total liability under this Section shall be limited to €318 in respect of any one occurrence

compensation payable to any person other than the Insured shall be paid direct to such other person who shall observe fulfill and be subject to the terms exceptions and conditions of this Policy insofar as they can apply and whose receipt shall be a full discharge in respect of any liability hereunder

### Exceptions to Section 6

**We** shall not be liable in respect of loss or damage to

- a) money stamps tickets documents or securities
- b) goods or samples carried in connection with any trade or business

# General Exceptions

**We** shall not be liable in respect of

- 1.** any accident injury loss damage or liability occurring while any Vehicle in connection with which indemnity is or would otherwise be provided is being
  - a)** used for any purpose not permitted by the effective **Certificate(s) of Motor Insurance**
  - b)** driven by any person not described in the effective **Certificate(s) of Motor Insurance**
  - c)** driven by the Insured unless the Insured holds a licence to drive such vehicle or has held and is not disqualified from holding or obtaining such a licence except when the vehicle is being driven in circumstances in which a licence is not required by law
  - d)** driven with the general consent of the Insured or of the representative of the Insured by any person who to the knowledge of the Insured or of such representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence except when a licence is not required by law

Notwithstanding anything to the contrary in General Exceptions 1(a) or 1(b) above the indemnity to the Insured in connection with the Vehicle shall operate while the Vehicle is in the custody or control of a member of the Motor Trade and used only for the purpose of its overhaul upkeep or repair

- 2.** any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
- 3.** Loss or destruction of or damage to property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or legal liability

of whatsoever nature directly or indirectly caused by or arising from

- i)** ionising radiation or contamination by radioactivity from any 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

regardless of any other cause contributing concurrently or in any other sequence to the loss.

An exclusion applies in respect of all property, on any site used or having been used for

- a)** The generation of nuclear energy; or
  - b)** The production, use or storage of nuclear material
- 4)** Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or legal liability of whatsoever nature directly or indirectly caused by or arising from
- 1.** war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection
- or
- 2.** military or usurped power regardless of any other cause contributing concurrently or in any other sequence to the loss.
- b)** any act of terrorism

Loss damage cost or expense of whatsoever nature (except so far as is necessary to meet the requirements of the Road Traffic Legislation) directly or indirectly

1. Any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
2. Any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism

If We allege that by reason of this Exception any loss damage cost or expense is not covered by this policy the burden of proving the contrary shall be upon you. In the event any portion of this Exception is found to be invalid or unenforceable the remainder shall remain in full force and effect.

#### Definition – Terrorism

For the purpose of this Exception an act of Terrorism shall mean an act including but not limited to the use of force or violence or damage to property and or threat thereof by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government (de jure or de facto), to intimidate and/or put the public or any section of the public in fear, create a health and safety risk to the public or any section of the public.

5. any injury loss or damage arising during (unless it can be proved by the insured that it was not occasioned thereby) or in consequence of earthquake
6. any accident injury loss damage or liability while any vehicle is operating as a tool of trade and such vehicle or plant forming part of such vehicle or attached thereto is designed to operate as a tool of trade (except so far as is necessary to meet the requirements of Road Traffic Legislation)
7. any accident injury loss damage or liability arising in connection with any vehicle being used "Airside"

"Airside" shall mean that part of an aerodrome or airport provided for the take off and landing of aircraft and for the movement of aircraft on the surface aircraft parking aprons including the associated service roads and ground equipment

parking areas and/or those parts of passenger terminals of an international airport which come within the Customs examination area

8. loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with
  - a) the loss of alteration of or damage to or
  - b) a reduction in the functionality availability or operation of

a computer system hardware programme software data information repository microchip integrated circuit or similar device in computer equipment or non-computer equipment whether the property of the Insured or not that results from the malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code including but not limited to computer virus worm logic bomb or trojan horse

# Conditions

**You** must comply with the following conditions to have the full protection of your policy. If you do not comply then we may at our option take one or more of the following actions;

1. Cancel your **policy**
2. Declare your policy void (treating your policy as if it had never existed)
3. Change the terms of your policy
4. Refuse to deal with all or part of any claim or reduce the amount of any claim payments.

There are additional conditions under each section of cover.

If **you** are unsure about any of these conditions or whether you need to notify us about any matter, please contact **us**.

Where your policy contains conditions that specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim you will be covered, and **we** will pay **your** claim, if you are able to prove that the non-compliance with the condition could not have increased the risk of the loss which actually occurred in the circumstances in which is occurred.

## 1. Contractual duties and proportionate remedies condition

You have a duty prior to the start of your policy, prior to any variation made during the period of insurance and prior to each renewal, to respond to all questions posed by us with complete honesty and with reasonable care.

If you respond to the questions posed by us in a negligent manner, without complete honesty and/ or reasonable care, then we can elect one of the following remedies:

1. We will avoid the contract and refuse all claims, if we would not have entered into this contract based on honest and accurate information. **We** will return any premium paid;

or

2. **We** will treat your policy as if it had included the different terms (other than payment of the premium) that **we** would have imposed had **you** responded honestly to the questions posed to **you**;

or

3. **We** will reduce proportionately any amount paid or payable in respect of a claim under **your** policy using the following formula. **We** will divide the premium actually charged by the premium which **we** would have charged had you responded honestly to questions posed to **you** and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable.

If **you** have fraudulently responded to any of our questions or have been involved in any fraudulent activity, relative to this contract, we will void this contract from the start of the **policy**. If there is an active claim, this too will be avoided

## 2. Fraud condition

**You** and anyone acting for **you** must not act in a fraudulent way.

If **you** or anyone acting for **you**:

1. knowingly makes a fraudulent or exaggerated claim under **your** policy;
2. knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine);

or

3. knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine)

**we** will:

- a) refuse to pay the claim
- b) declare **your policy** void from the date of the fraudulent act without any refund of premiums.

**We** may also inform An Garda Siochana of the circumstances.

## 3. Change in risk condition

**You** must tell us as soon as possible during the period of insurance of any change

1. to the business
2. in the person, firm, company or organisation shown in your schedule as the Insured
3. to the information **you** provided to **us** previously or any new information that increases the risk of loss as insured under any section of your policy.

Any change that was not within the reasonable scope of the agreed business may not be accepted by us and claims may not be paid. In this case **your** policy will come to an end from the date of the change unless we agree in writing to accept an alteration

**We** do not have to accept any request to vary **your** policy if it is deemed to change the scope of the agreed contract. If **you** wish to make any alteration to your policy **you** must disclose any change to the information **you** previously provided or any new information that could affect this insurance. If **we** accept any variation to **your** policy, an increase in the premium or different terms or conditions of cover may be required by **us**.

## 4. Claims Procedure

The Insured or the legal personal representatives of the Insured shall give notice in writing to us as soon as possible after the occurrence of any accident loss or damage with full particulars thereof

Every letter claim writ summons and process shall be notified or forwarded to us unacknowledged immediately on receipt

The Insured or their legal personal representative shall give all such information and assistance as **we** shall require

Any impending prosecution inquest or fatal inquiry must be notified immediately to **us**

No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured or any person claiming to be indemnified without **our** written consent which shall be entitled to conduct in the Insured's name or of such person the defence or settlement of any claim or to prosecute in the name of the Insured or of such person for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim

Nothing in this condition shall give the Insured the right to require us to pursue such recovery.

## 5. Cancellation

To cancel the **policy**, just advise us in writing or through your broker and return your **certificate of insurance** and insurance disc. **We** will refund the premium on the following basis:

If **you** request cancellation within 14 working days of the date upon which **we** inform **you** the policy has been inception, **we** will refund the full premium.

Otherwise, **we** will issue a refund based on the unused days left to run on the **policy**, provided you have not claimed or been involved in any incident likely to result in a claim during the current **period of insurance**. **We** will not refund an amount less than €15.

**We** will not refund **your** premium if **you** are paying it under an instalment scheme (unless you made an overpayment).

**We**, or our authorised agent, may cancel this **policy** by giving you 10 days notice in writing to **your** last known address and **we** will inform the Department of Transport. **You** must then return the **certificate of insurance** and Insurance Disc.



## 6. Other Insurance

If at the time any claim arises under this **Policy** there is any other existing insurance covering the same loss damage or liability **we** shall not be liable to pay or contribute more than its rateable proportion of any loss damage compensation costs or expense

Provided always that nothing in this Condition shall impose on us any liability from which it would have been relieved under Exception(c) to Section 2 but for the terms of this Condition.

## 7. Care of Vehicle

The Insured shall take all reasonable steps to maintain in efficient condition **the Vehicle** and its accessories and we shall have at all times free access to examine **the Vehicle**.

## 8. Declaration

The Insured shall

- a) at the Declaration Intervals described in the Schedule
- b) prior to the commencement of each **period of insurance**

declare to us the number and details of **vehicles** and trailers owned by or hired or lent to the Insured

If the number and details of **vehicles** or trailers so declared differ from the previous Declaration an additional premium shall be paid by the Insured or a return premium paid by us at the following percentage of the difference between the new annual premium and that calculated from the previous Declaration

Declaration Interval	Period after Inception or Renewal	Percentage
Half Yearly	6 Months	75 %
	12 Months	25 %
Annually	12 Months	50 %

However, if the Declaration is described in the Schedule as "Immediate" then the Insured shall advise us immediately of any change addition or deletion of **vehicle** or trailer and the premium will be adjusted accordingly on a pro-rata basis.

## 9. Limit of Liability

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 we 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 we 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

## 10. Arbitration

Any difference arising under this **Policy** shall be referred to Arbitration in accordance with the statutory provisions then being in force and the making of an Award shall be a condition precedent to any right of action against us

Any claim for which we disclaim liability and which has not within a year of such disclaimer been referred to arbitration shall be deemed to have been abandoned and not recoverable thereafter

## 11. Sanctions condition

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment or such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America

## **12. Subrogation (our rights) condition**

**We** will be entitled to undertake in your name or on your behalf;

- 1.** the defence or settlement of any claim
- 2.** steps to enforce rights against any other party before or after payment is made by us subject to the provisions of S.23 of the Consumer Insurance Contracts Act 2019.

# Endorsements

## 5601 Indemnity to Owner

If to the knowledge of the **Company the Vehicle** is the subject of a hiring agreement (other than a hire purchase agreement) between the Owner of such vehicle and the Insured

- a) any payment in cash by **us** under Section 1 in respect of loss or damage not repaired reinstated or replaced will be made to such Owner whose receipt shall be a full and final discharge to **us** in respect of such loss or damage
- b) in terms of Section 2 **we** will indemnify such Owner in the event of accidents occurring while such **Vehicle** is let on hire under such agreement and is not being driven by (or is not for the purpose of being driven by such person in the charge of) such Owner or a person in such Owner's employ

Provided that

- i) such Owner is not entitled to indemnity under any other Policy
- ii) such Owner shall as though the Insured observe fulfill and be subject to the terms exceptions and conditions of this **Policy** insofar as they can apply

## 5602 Excess

- a). **Excess** Clause - Damage - €500
- b) **Excess** Clause - Damage - €750
- c) **Excess** Clause - Damage - €1,000
- d) **Excess** Clause - Damage - €1,500

*In respect of each and every occurrence we shall not be liable under Section 1(a) for the amount defined by this endorsement of any amount otherwise payable in respect of loss of or damage to the Vehicle*

*The sum specified shall be in addition to any other amount for which we are not liable under this Policy*

## 5603 Occasional Business Use

**We** will indemnify the Insured or at the Insured's request an employee of the Insured under Section 1(a) 1(b) 1(c) and Section 2 while any private type motor car the property of or hired or lent to any employee of the Insured excluding any motor car provided by the Insured is being used with the permission of the owner in connection with the Insured's business by any person in the Insured's employ

If at the time of the occurrence of any accident giving rise to a claim under this endorsement there is any other existing insurance covering the same loss damage or liability **we** shall not be liable to make any payment under this Policy

**We** shall not be liable to indemnify the employee unless such employee observe fulfill and be subject to the terms exceptions and conditions of this **Policy** insofar as they can apply

Condition 5 shall not apply to this **endorsement**

## 5604 Contingency Cover for Employees or Vehicles hired with Driver

**We** will indemnify the Insured in the terms of Section 2 of this Policy while any **vehicle** owned by a person in the Insured's employ or any **vehicle** hired with driver is being used in connection with the Insured's business by any person in the Insured's employ or by such driver but not in respect of loss or damage to such motor vehicle nor if there is any existing insurance covering the same liability

## 5605 Unauthorised Use

**We** will indemnify the Insured while **the Vehicle** is without the knowledge and consent of the Insured being used by any person under a contract of service or apprenticeship with the Insured for any purpose not permitted by the effective **Certificate of Motor Insurance**

### **5606 Unauthorised Driving**

**We** will indemnify the Insured while **the Vehicle** is without the knowledge and consent of the Insured being driven by or is for the purpose of being driven by such person in the charge of any person not permitted to drive by the effective **Certificate of Motor Insurance**

### **5607 Movement of Other Vehicles**

Section 2 of this Policy is extended to include liability

- a) arising from the parking or movement by employees of vehicles belonging to customers or visitors to the Insured's premises
- b) While any employee of the Insured is moving any motor vehicle not belonging to the Insured which is impeding the legitimate passage of the **Vehicle**

[illegible]

# Notes

[illegible]





## We're here to help.

If you have any questions contact  
your Broker

For help with claims, ring us on  
**0818 7 365 24**

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