



Motor Fleet Ireland

Policy Terms



MX UNDERWRITING EUROPE: A NAME TO TRUST IN COMMERCIAL MOTOR INSURANCE

MX Underwriting Europe works in tandem with your Broker to provide fast, reliable service and secure cover.

MX Underwriting Europe behalf of Aioi Nissay Dowa Europe is fully committed to the motor sector in Ireland.

About Aioi Nissay Dowa Europe

Aioi Nissay Dowa Europe (AND-E) is a specialist in automotive protection, offering motor insurance products regularly with telematics-based solutions (www.aioinissaydowa.eu). AND-E is part of the MS&AD Group which also includes Mitsui Sumitomo Insurance Company and MS Amlin Group companies. The MS&AD Group is Japan's largest non-life insurer and one of the largest non-life insurance groups in the world.

Our claims commitment to you

When you buy an insurance policy, you're buying a promise to pay. At MX, we take that promise seriously.

Our priority is getting customers back on track as fast as possible after suffering a loss. We look to settle claims fairly and promptly. We have partnered with the Davies Group who are known for their outstanding performance, service, and technology solutions.

Notifying a claim

If you have an incident, you should notify us as immediately.

Telephone: +353 (1) 6518895

Email : mxfleetclaims@davies-group.com

If anybody is injured **you** should report to An Garda Síochána and call an ambulance.

Do not admit liability, exchange details with the other parties involved and obtain the names and telephone numbers of the other drivers

Irish Motor Insurance Database

You are required by law to supply details of all **vehicles** (including any temporary **vehicles**) owned by **you** or in **your** care, custody or control or for which **you** are legally responsible, which are to be covered by this **policy** for entry on the National Fleet Database (NFD).

If the insured **vehicle** is not recorded on this database and it should have been, **your** cover may not operate.

We will provide **you** with instruction on how to update the NFD.

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Policy guide

Your policy

This **policy** is made up of:

- this document setting out **your** insurance together with conditions and exclusions.
- the **schedule** which details **your** insurance and limits of cover that apply, the sections **you** have purchased and any endorsements that may apply; and
- the **certificate of motor insurance and insurance disc** that provides evidence of insurance as required by law.

Together these documents form the **policy** and set out the scope of this insurance.

Your policy is a legal contract. Please read all parts carefully and if **you** require clarification of the terms, conditions and exclusions, please contact **your** broker.

The proposal form which has been submitted by **you** or on **your** behalf forms the basis of your contract with us and from which **your policy** has been prepared.

If **your policy** is incorrect, please return it to **your** broker for alteration.

All headings within the **policy** are included in bold. Other than in the headings, words in bold carry specific meanings which are set out in the General Definitions.

Words importing the singular will include the plural and vice versa and words importing the masculine will import the feminine and the neuter. References to 'a person' will be construed to include any individual, company, partnership, or other legal entity.

Any reference to legislation or regulations in this **policy** extends to apply to any re-enactment or replacement of such legislation or regulations and to any other legislation of similar intent if applicable.

Navigation

Each **section** sets out the extent of cover, how **our** liability to **you** may be limited or excluded and other relevant terms and conditions applicable to that **section**.

Cover is provided only if the applicable **section** appears in the **schedule** and is subject to the terms, conditions, limitations, and exclusions of the **policy**.

Certain terms apply to the whole **policy** and they are set out in:

- i. General Definitions.
- ii. General Exclusions.
- iii. Claims Conditions and Requirements.
- iv. General Terms; and
- v. How to Complain.

Unless expressly stated otherwise elsewhere in the **policy**, limits of indemnity and sub-limits of indemnity are set out in the **schedule** and operate in accordance with the relevant provisions in 'General Terms'.

Premium Payment

We will insure **you** in accordance with and subject to the terms of this **policy**, in consideration of the payment to **us** of the premium set out in the **schedule** for the **period of insurance**.

Unless stated to the contrary in a separate agreement, if **you** do not pay any premium or premium instalment plus any applicable taxes/levies to **your** broker or **us**, **we** may give **you** written notice cancelling the **policy** with effect from 7th day after the notice has been served.

The **policy** will continue if the late premium instalment and any other remaining premium instalments are paid and accepted before the cancellation takes effect.

Without prejudice to other forms of service, notice of cancellation is deemed to be served on 3rd day after being posted if sent by pre-paid letter post properly addressed.

How to make a claim

We pride **ourselves** on placing the effective management and handling of claims at the heart of **our** business. **Our** claims teams have the skills and expertise to ensure that all claims are processed effectively and in a timely manner.

Full claim notification procedures are contained within this **policy** wording. For ease of reference **our** dedicated claims team contact details are set out below:

Tel: **01 651 8895** **Our** claims line is open 24 hours a day, 365 days a year.

Email: mxfleetclaims@davies-group.com

You must report all accidents involving your vehicle(s) to us as quickly as possible, regardless of blame.

General definitions

The following definitions apply to all **sections**:

Accessory/Accessories

Means spare parts, audio equipment, multi-media equipment, communication equipment and satellite navigation equipment with no independent power source that are permanently fitted to **your vehicle** from first registration.

Additional vehicle technology

Means any electronic devices in/on **your vehicle** with an independent power source including but not limited to dashcams, telematics equipment and driver coaching technology, which are designed to improve road safety, enhance driver assistance, reduce accident frequency or severity, and/or assist with the defence of claims.

Advanced driver assistance systems (ADAS)

Means any integrated in-vehicle safety systems, including those which use vehicle sensors to aid the driving process and/or reduce accident frequency and severity.

Certificate of motor insurance

Means the certificate required by law to evidence the existence of the minimum compulsory insurance which describes who may drive the **vehicle** and the purpose for which it may be used.

Damage

Means any immediate and permanent loss of, or any visible tangible or physical breakage alteration or change to, the **vehicle** that impairs its value, usefulness or normal function and damage to or loss of software within a **vehicle computer system**.

Excess

Means the first part of each and every claim for which **you** are responsible. If more than one **vehicle** is involved in the same incident, the **excess** shown in the **schedule** shall apply to each **vehicle** separately.

Finance company

Means the company **you** entered into a finance agreement with for the payment of the whole premium or part premium to **us**.

Hazardous goods

Any goods of any nature and/or quantity that require carriage in accordance with:

- a) the European Communities (Carriage of Dangerous Goods by Road and Use of

- Transportable Pressure Equipment) Regulations 2011 (S.I. No. 349 of 2011);
- b) the European Communities (Carriage of Dangerous Goods by Road and Use of Transportable Pressure Equipment) (Amendment) Regulations 2013 (S.I. No. 238 of 2013);
- c) the European Communities (Carriage of Dangerous Goods by Road and Use of Transportable Pressure Equipment) (Amendment) Regulations 2015 (S.I. No. 31 of 2015);
- d) the European Communities (Carriage of Dangerous Goods by Road and Use of Transportable Pressure Equipment) (Amendment) (No. 2) Regulations 2015 (S.I. No. 288 of 2015);
- e) the European Communities ((Carriage of Dangerous Goods by Road and Use of Transportable Pressure Equipment) (Amendment) Regulations 2017 (S.I. No. 5 of 2017);
- f) the "Approved List of Dangerous Substance) as published by the Health and Safety Authority or any equivalent register of dangerous substances

Insurance Disc

Means the disc required by law to be displayed by **you** on the windscreen of **your vehicle**.

Licence

Means a legal permit to drive a vehicle as required by the laws of any territory to which this **policy** applies and appropriate to the category of the **vehicle** being driven.

Market value

Means the cost of replacing **your vehicle** with one of a similar age, condition and history as determined by reference to vehicle value websites and publications.

Nuclear hazards

Means:

- a) any ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; and
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Period of insurance

Means the period shown in the **schedule**.

Policy

Means the contract of insurance formed of the documents described in the 'Policy Guide'

Private car

Means a **vehicle** (including its **accessories**, **advanced driver assistance systems** and **vehicle computer system**) which is a passenger carrying **vehicle** not exceeding eight (8) seats (excluding the driver) mentioned by description, category or registration mark in the **schedule**.

Section

Means a section of the **policy**, or a sub-section of the **section**, that forms part of the insurance contract.

Schedule

Means the document which details **your** insurance, limits of cover and any applicable endorsements.

Territorial limits

Means The Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, including sea transit between ports in these areas including the processes of loading and unloading; the territories detailed in Section **C – European cover**.

Terrorism

Means an activity that involves a violent act or the unlawful use of force or an unlawful act dangerous to human life, tangible or intangible property or infrastructure or a threat thereof; and appears to be intended to:

- g) intimidate or coerce a civilian population;
- h) disrupt any segment of the economy of a government de jure or de facto, state, or country;
- i) overthrow, influence, or affect the conduct or policy of any government de jure or de facto by intimidation or coercion; or
- j) affect the conduct or policy of any government de jure or de facto by mass destruction, assassination, kidnapping or hostage-taking.

Trailer

Means any articulated, semi-trailer or draw-bar trailer constructed and used for the primary purpose of being towed by a motor vehicle.

Vehicle

Means any motor vehicle (including its **accessories**, **advanced driver assistance systems** and **vehicle computer system**) mentioned by description, category or registration mark in the **schedule** which is registered in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, unless otherwise agreed.

Vehicle computer system

Means any computer software, middleware, firmware, program, hardware, electronic product or component, application, tool, code, script, interconnecting wiring, fixed disks and all components thereof, as well as any associated input and output device, data storage device, networking equipment, sensors, actuator, wireless communication device affecting the operation and running of the vehicle, with no independent power source and factory fitted, permanently in-built, or installed by the manufacturer at first registration, including but not limited to engine management systems, driver-assistance, safety, **ADAS**, security, infotainment and telecommunications; and does not include any **additional vehicle technology**.

Virus

Means any computer malware, virus or similar mechanism, computer program or code, including but not limited to, any malicious software, file, ransomware, virus, boot sector virus, macro virus, hostile applet, Trojan horse program, java virus, ActiveX virus, worm, logic bomb or other executable program or code which initiates an event on infected computer equipment, causing modification of or damage to data, memory or data media or otherwise adversely affecting directly or indirectly the operation of or access to the **vehicle**, any **vehicle computer system** or any data or information therein.

We/us/our/ourselves

Means the party specified as the insurer in the **schedule** and any other subscribing insurers.

You/your/insured

Means the person(s) or company named in the **schedule**.

Covered sections

Please see the **schedule** which sets out which of the following **sections** of this **policy** are applicable.

Cover given	Sections applicable
Comprehensive	All sections including Section L – Legal expenses where shown in the operative endorsements in the policy schedule
Accidental damage, fire and theft only	Section B – Damage to your vehicle Section D – Trailer cover limited to loss or damage only
Third party fire and theft	Section A – Your legal liability to others Section B – Damage to your vehicle limited to fire, lightning, explosion and theft or attempted theft only Section C – European cover Section D – Trailer cover (whilst the trailer is attached) Section E – Unauthorised movement of third party vehicles Section F – Unauthorised use of your vehicle Section G – Unlicensed drivers (where a licence is not required by law) Section H – Loss of keys Section M - Additional vehicle technology limited to theft or attempted theft only
Third party only	Section A – Your legal liability to others Section C – European cover Section D – Trailer cover Section E – Unauthorised movement of third party vehicles Section F – Unauthorised use of your vehicle Section G – Unlicensed drivers (where a licence is not required by law)
Fire and theft only	Section B – Damage to your vehicle limited to fire, lightning, explosion and theft or attempted theft only

Section A – Your legal liability to others

Indemnity to you

We will indemnify **you** in accordance with the terms of this **section** against **your** legal liability to pay damages, including claimant costs recoverable from **you**, arising out of the use of **your vehicle**, or in direct connection with the loading or unloading of **your vehicle** (and including where the use of the **vehicle** giving rise to any such liability is adversely affected by the operation or failure of or malicious, unlawful or unauthorised interference with **your vehicle's computer system**):

- (a) while it is being used with **your** consent for any purpose permitted by **your certificate of motor insurance** and
- (b) with **our** prior written consent, while **your vehicle** is being used for the carriage of **hazardous goods**; and
- (c) during the **period of insurance** and within the **territorial limits**;

which results in:

- (i) the death of or bodily injury to any person;
- (ii) damage to any property subject to the following limits applying in respect of any one accident or series of accidents arising out of one originating cause:
 - i. six million five hundred thousand Euro (€6,500,000) in respect of any **vehicle** not being a **private car**;
 - ii. thirty million Euro (€30,000,000) in respect of a **private car**; or
 - iii. one million two hundred and fifty thousand Euro (€1,250,000) in respect of any **vehicle being used** for the carriage of **hazardous goods**.

Where more than one limit is operative, the lower limit will apply.

Indemnity to others

Cover under this **section** shall extend to cover:

(a) Permitted drivers/users

any person **you** allow to drive **your vehicle** provided their use is in accordance with **your certificate of motor insurance** and the provisions specified in the **schedule**;

(b) Your passengers

at **your** request any passenger or person (other than the person driving) whilst travelling in or getting into or out of the **vehicle**;

(c) Vehicle owners

at **your** request, the owner of the **vehicle**, where such **vehicle** is loaned, leased or hired to **you** (other than under a hire purchase agreement);

(d) Representatives

any executor, administrator or legal representative of **your** estate following **your** death, for any liability incurred by any person entitled to indemnity as a result of an accident involving a **vehicle**; and

(e) Principals

any principal for any legal liability incurred by **you** when using the **vehicle** for contract work on behalf of the principal so long as **you** have arranged with the principal for the conduct and control of all claims for which **we** may be liable to be vested in **us**.

Contingent liability cover

We will indemnify **you** for **your** liability arising from the driving of a vehicle not owned or provided by **you** which is being used in connection with **your** business by **your** employees provided that there is no other insurance in force covering the same liability.

Legal defence costs

Where an indemnity is provided to **you**, or any other person covered under this **section** of the **policy**, in respect of any liability to a third party arising out of the use of **your vehicle**, then provided **our** prior written consent is obtained, **we** will pay legal costs, disbursements and expenses reasonably and necessarily incurred in dealing with or defending:

- (a) any civil claim for damages in respect of death, bodily injury or damage; and
- (b) any criminal proceedings, including in relation to the defence on any charge of corporate manslaughter, corporate homicide, manslaughter, or causing death by reckless or dangerous driving and including legal representation at any coroner's inquest or fatal accident inquiry;

arising out of the accident or incident giving rise to the liability indemnified under this **section**.

Emergency medical treatment costs

We will pay for emergency medical treatment as required by any acts, laws or regulations which govern the driving or use of any motor vehicle in the Republic of Ireland and the United Kingdom arising out an accident involving a **vehicle**.

Exclusions to Section A

Except where necessary to meet the requirements of any compulsory motor insurance legislation operating within the **territorial limits**, the following exclusions apply to this **section** in addition to the 'General Exclusions'

This **section** excludes:

Fines and penalties

finer, penalties, punitive or exemplary damages intended to punish **your** wrong doing;

Injury from employment

the death of or bodily injury to any person arising out of and in the course of that person's employment by any person entitled to indemnity under this **section**;

Injury to the driver

the death of or bodily injury to any person driving the **vehicle** or in charge of it for the purpose of driving it;

Loading and unloading

death, bodily injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the:

- (a) bringing of the load to the **vehicle** for loading on board; and
- (b) taking away of the load from the **vehicle** after unloading;

Mis-Delivery

death, bodily injury or damage to property, arising directly or indirectly by the wrongful collection or delivery of a load, or where the load does not conform to the specification of the customer;

Pollution and Contamination

any loss, damage or liability for death of or bodily injury to any person or damage to property directly or indirectly caused by pollution or contamination unless the pollution or contamination is directly caused by a sudden identifiable unintended and unexpected incident which occurs 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;

Property owned or in custody

- (a) loss of or damage to any premises (including its fixtures and fittings) or other property **you** or any other person claiming indemnity occupy or own or are responsible for;
- (b) loss of or damage to property belonging to or held in trust by you or in your custody or control or property being conveyed by **your vehicle**.

Tools of trade use

death, bodily injury or damage to property, arising directly or indirectly out of the operation of any **vehicle** or **trailer** as a tool of trade except where used for self-loading and/or self-unloading operations provided that:

- (a) the **vehicle** is operating solely for the provision of power of self-loading machinery;
- (b) the **vehicle** and/or **trailer** is immobilised and has all safety features properly engaged; and
- (c) there is no other policy in force that covers the same liability

Towing

- (a) death, bodily injury or damage to property where **your vehicle** is towing more **trailers** than permitted by law; and
- (b) damage to a **trailer** or disabled mechanically propelled vehicle being towed or for any load carried in or on it.

Section B – Damage to your vehicle

Indemnity to you

We will indemnify **you** for **damage** to **your vehicle** caused by:

- (a) accident;
- (b) malicious **damage** other than **you**, **your** employees or any person insured to drive under this **policy**;
- (c) fire, lightning, explosion;
- (d) Theft or attempted theft

during the **period of insurance**.

The maximum amount that **we** will pay is two million five hundred thousand Euro (€2,500,000) in connection with any one occurrence or series of occurrences arising out of any one event during the **period of insurance**.

In respect of any **damage**, at **our** option **we** will:

- (a) pay the reasonable costs to repair **your vehicle**; or
- (b) replace **your vehicle** with one of a similar type, age and condition; or
- (c) pay **you** up to the **market value** of the **vehicle** immediately prior to the **damage** to **your vehicle**,

provided that **we** will not pay more than:

- (a) the lesser of the **market value** of **your vehicle** subject to the **damage** or the price **you** paid for **your vehicle**; or
- (b) the manufacturer's list price for any replacement component part or **accessory**.

Recovery and redelivery

If **your vehicle** is disabled as a result of loss or **damage** insured by this **section**, **we** will indemnify **you** for the reasonable costs of protection and removal of **your vehicle** to the nearest suitable repairers and the reasonable cost of delivery to **you** in the United Kingdom after repair.

Electric vehicles-leased batteries

In the event of loss or **damage** under this **section**, **we** will indemnify **you** for any payment **you** have to make to the owner of **your vehicle's** battery, if the battery is leased or hired to **you**.

Misfuelling

If **your vehicle** is accidentally misfuelled, **we** will indemnify **you** for the cost of:

- (a) draining the fuel;
- (b) cleansing the fuel tank; and
- (c) any other **damage** to **your vehicle** caused as a direct result of the misfuelling,

except that **we** shall not be liable for any **damage** caused when driving the **vehicle** knowing it had been misfuelled.

New for old

We will replace **your vehicle** with a new one of the same make, model and specification subject to **your** consent and that of other interested parties known to us provided that **your vehicle** is either a **private car** or a commercial vehicle with a gross vehicle weight of 7.5 tonnes or less and within one year of registration and has been owned by **you** or bought under a hire purchase agreement or was leased or hired by **you** from registration and has:

- (a) been stolen and not recovered within twenty-eight (28) days; or
- (b) sustained **damage** to the extent that the cost of repair exceeds fifty percent (50%) of the manufacturer's list price at the time of purchase.

If we replace **your** vehicle with a new one the lost or **damaged** vehicle shall be **our** property. If a replacement vehicle is not available, then the most **we** will pay is the **market value** of the **vehicle** immediately prior to the **damage**.

Replacement child seat

We will pay **you** up to one hundred Euro (€100) towards the replacement of a child seat whether visibly damaged or not, following an accident in a **vehicle** covered under this **section**.

Exclusions to Section B

The following exclusions apply to this **section** in addition to the 'General Exclusions'

This **section** excludes:

Excess

- (a) the first amount of each and every claim as specified in the **schedule**; and
- (b) any additional **excess** as set out in the table below, if the **vehicle** is being driven by or in the charge of a young or inexperienced person.

These amounts are in addition to any other **excess** which may apply as otherwise specified in the **schedule**.

Driver/Person in charge	Additional excess
Under twenty- one (21) years of age	Four hundred Euro (€400)
Twenty- one (21) years of age or over, but under twenty- five (25) years of age	Two hundred and fifty Euro (€250)
Over twenty- five (25) years of age when that person has not held a full driving licence to drive a vehicle of the same class for twelve (12) months or holds a provisional driving licence .	Two hundred and fifty Euro (€250)

Carriage of hazardous goods

any loss or **damage** while **your vehicle** is being driven or used for the carriage of **hazardous goods** except where **you** have obtained **our** prior written consent.

Damage to tyres

any **damage** to tyres due to the application of brakes, side slips, cuts, bursts or punctures or similar, except as a direct result of an accident involving **your vehicle**.

Deception

any loss by fraud or false representation.

Diminution in value

any reduction in value of **your vehicle** following repair.

Fuel

loss of fuel by any means.

Loss of use

any loss of use or other form of indirect loss not covered by this **section**.

Mechanical or electrical breakdown

electrical, electronic or mechanical breakdown to the **vehicle** or any part thereof caused by:

- a) driver error, incompetence or neglect of the **vehicle**; or
- b) a gradually operating cause;

Obsolete spare parts

any amount in excess of the price shown in the manufacturer's last list price at the date of the loss or **damage** where that part or **accessory** is unobtainable or obsolete in pattern;

Pressure waves

any **damage** directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;

Subsequent damage

any additional **damage** resulting from the **vehicle** being moved by **you** after an accident or fire or theft;

Wear and tear (betterment)

wear and tear or depreciation or that part of repair that increases the **market value** of **your vehicle** beyond its **market value** immediately before the loss or **damage**;

Vehicle Computer System

any loss or **damage** to or impairment in the function of the **vehicle computer system** arising out of, caused by, contributed to, resulting from or in connection with any actual, threatened or anticipated criminal, unauthorised or malicious act, hack, denial of service attack or deployment of any **virus**, ransomware, code or software.

Vehicle security

theft or attempted theft where:

- (a) all locks have not been engaged;
- (b) any windows have been left open;
- (c) the immobiliser is either not working or has not been activated;
- (d) the keys or other removable ignition devices have been left in or on the **vehicle**;
- (e) any software, application or any connected device used to remotely operate the **vehicle** is left unlocked and unattended.

Fire brigade charges

We will indemnify **you** for liability to pay charges levied under the Fire Services Act 1981 as amended:

- (a) to control or extinguish a fire in **your vehicle**;
- (b) to remove the driver or passengers from **your vehicle** by the use of cutting or specialist equipment.

Provided always that:

- (c) the circumstances give rise to a valid claim under the **policy**
- (d) we will not pay more than two thousand Euro (€2,000).

Condition applicable to Section B

If **your vehicle** is lost or **damaged** beyond economical repair, the **vehicle** will become **our** property for disposal in accordance with the Code of Practice for the Disposal of Motor Vehicle Salvage and where **we** request so, **you** must provide **us** with:

- (i) the current Vehicle Registration certificate;
- (ii) the current NCT certificate, where applicable; and
- (iii) all keys to the **vehicle**; and
- (iv) the **vehicle** purchase receipt; and
- (v) any other items **we** may reasonably require.

Section C – European cover

Automatic minimum cover

Your policy provides the minimum insurance necessary to comply with the laws on compulsory insurance of motor vehicles in any country in which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the EU directive in relation to civil liabilities arising from the use of motor vehicles (No. 72/166/CEE).

Where the minimum insurance in a country where the accident occurred is less than that provided under Irish law, then **we** will provide indemnity up to the requirements of Irish law.

Where the minimum indemnity provided is less than that provided under Ireland minimum legal requirements, the higher level shall apply.

Extended cover

If the **vehicle** is a **private car** or a commercial vehicle with a gross vehicle weight of 7.5 tonnes or less **we** will indemnify **you** for the cover set out in the **schedule** whilst in or travelling between:

- (a) the **territorial limits**; and
- (b) any member country of the European Union; and
- (c) Iceland, Norway and Switzerland.

Your certificate of motor insurance should be sufficient evidence of insurance in the above countries, however **we** will issue an International Motor Insurance Card (Green Card) free of charge if **you** request this.

Green Card

If **your vehicle** is travelling in Europe or other countries listed on the Green Card but outside the countries listed in the Extended Cover clause of this **section**, then at **your** request **we** will extend **your** insurance to include the territories listed in the Green Card subject to acceptance of any additional terms **we** may require and payment of any additional premium.

We will also indemnify **you** for sea or rail transit between ports in the countries specified in the Extended cover clause of this **section** including loading and unloading, provided that such transit is:

- (a) by any recognised sea passage;
- (b) of a duration no longer than 65 hours; and
- (c) concluded before expiry of the period of the Green Card.

Sea losses

We will indemnify **you** against any general average contribution, salvage, sue and labour charges incurred provided that:

- (a) the **vehicle** is insured for **damage** under **Section B – Damage to your vehicle**; and
- (b) the contribution relates to the **market value** of the **vehicle**.

Customs duty

If **your vehicle** suffers any loss or **damage** covered by this **policy** **we** will indemnify **you** for any enforced customs and excise duty resulting from the temporary importing of **your vehicle** into any of the countries where **you** have insurance.

Section D – Trailer cover

This **section** is an extension to **section A** and/or **B** and any relevant terms and conditions of those **sections** shall apply to this **section**.

Attached trailers

Any **trailer** owned, hired, leased or used by **you** will be insured under all **sections** provided it is attached to a **vehicle** insured under the **policy**.

Detached trailers

Where the **trailer** is:

- (a) temporarily detached from **your vehicle** during the course of a journey; or
- (b) out of use on **your** secured premises or **your** customers' secured premises,

we will indemnify **you** in respect of use of the **trailer** under **Section A – Your legal liability to others** only.

Exclusions to Section D

Except where necessary to meet the requirements of any compulsory motor legislation operating within the **territorial limits**, the following exclusions apply to this **section**. in addition to the 'General Exclusions'

This **section** excludes:

Excess

the amount of any **excess** applicable to **Section B – Physical damage to your vehicle** as shown in the **schedule**;

Exclusions under other sections

any loss or **damage** in respect of any exclusions stated in **Section A – Your legal liability to others** and **Section B – Damage to your vehicle**.

Property being conveyed

loss or damage to property being conveyed on the **trailer**.

Section E – Unauthorised movement of third-party vehicles

We will indemnify **you** for **your** liability under **Section A – Your legal liability to others** arising from an accident whilst moving a vehicle that does not belong to **you** which is obstructing the legitimate passage or the loading or unloading of **your vehicle**.

This **section** is an extension to **Section A** and any relevant terms and conditions of **Section A** shall apply to this **section**.

Exclusions to Section E

The following exclusions apply to this **section**, in addition to the 'General Exclusions'

This **section** excludes:

Movement by non-employees

movement of **vehicles** other than by **you** or **your** employees.

Section F – Unauthorised use of Your Vehicle

We will indemnify **you** for **your** liability under **Section A – Your legal liability to others** only arising from the unauthorised use of **your vehicle** by **your** employees.

This **section** is an extension to **Section A** and any relevant terms and conditions of **Section A** shall apply to this **section**.

Exclusions to Section F

The following exclusions apply to this **section**, in addition to the 'General Exclusions'

This **section** excludes:

Compliance with policy restrictions

any liability incurred where **you** have failed to take all reasonable precautions to ensure **your** employees are made aware of and comply with restrictions applicable to the use of **your vehicles**.

Section G – Unlicensed drivers (where a licence is not required by law)

We will indemnify **you** under all **sections** for any liability, loss or **damage** arising out of **your vehicle** being driven by (or being in the charge of for the purpose of being driven by) an unlicensed driver when a **licence** is not required by law.

This **section** is an extension to **section A** and/or **B** and any relevant terms and conditions of those **sections** shall apply to this **section**.

Exclusions to Section G

The following exclusions apply to this **section**, in addition to the 'General Exclusions'

This **section** excludes:

Non qualifying drivers

any liability loss or **damage** while the person driving is not:

- (a) driving on **your** order or with **your** permission; and
- (b) of an age to hold a **licence** applicable to the type of vehicle being driven.

Section H – Loss of keys

In the event that the keys or lock transmitter of **your vehicle** are lost or stolen and provided that the loss has been reported to the police **we** will pay **you** up to one thousand two hundred Euro (€1200) after the deduction of any **excess** applicable to **Section B – Damage to your vehicle** towards the cost of replacing the door locks, boot lock, the ignition or steering lock, the lock transmitter and central locking interface and recoding any alarm system.

This **section** is an extension to **Section B** and any relevant terms and conditions of **Section B** shall apply to this **section**.

Exclusions to Section H

The following exclusions apply to this **section**, in addition to the 'General Exclusions'

This **section** excludes:

Excess

The **damage excess** shown in the **schedule** shall apply to each and every claim under this **section**.

Section I – Medical expenses

In respect of any accident involving **your vehicle** indemnified under any **section**, **we** will pay **you**, the driver, or any passenger travelling in **your vehicle**, who is injured in the accident, up to five hundred Euro (€500) per person for medical expenses. The most **we** will pay for all claims arising out of one accident is two thousand Euro (€2000).

This **section** is an extension to **section A** and/or **B** and any relevant terms and conditions of those **sections** shall apply to this **section**.

Section J – Personal effects

At **your** request **we** will pay up to five hundred Euro (€500) for loss of or damage to the personal effects of the driver and any passenger being carried in or on any **vehicle**, not exceeding sixteen (16) seats (excluding the driver) provided that the loss occurs as part of an incident for which **we** provide indemnity under this **policy**.

At **your** request, **we** will make payment directly to the owner of the lost or damaged property.

This **section** is an extension to **section A** and/or **B** and any relevant terms and conditions of those **sections** shall apply to this **section**.

Exclusions to Section J

The following exclusions apply to this **section**, in addition to the 'General Exclusions' This **section** excludes:

Excess

the first fifty-five Euro (€55) of any loss or damage.

Excluded items

- (a) money, credit or debit cards, tickets, jewellery; documents and securities;
- (b) audio and video equipment and media, mobile phones, computers and tablets;
- (c) trade goods samples or tools; and
- (d) any other property elsewhere insured.

Vehicle security

any loss or damage where the **vehicle** is not locked when left unattended.

Section K – Personal accident

At **your** request **We** will indemnify **you** for **your** liability under **Section A – Your legal liability to others** if the driver of **your vehicle** is accidentally injured in direct connection with an accident whilst travelling in, or getting onto or out of **your vehicle** up to a limit of:

- (a) Ten thousand Euro (€10,000) in respect of any one incident; or
- (b) Ten thousand Euro (€10,000) in respect of any one **period of insurance**;

provided that:

- (c) within thirteen (13) weeks of the accident the injury causes the death, loss of limb (including irrecoverable loss of use of any limb) or irrecoverable loss of all sight in one or both eyes of the driver; and
- (d) the driver is over twenty-one (21) years of age and under seventy (70) years of age on the date of the accident.

We will make payment directly to the driver or their legal representative.

This **section** is an extension to **Section A** and any relevant terms and conditions of **Section A** shall apply to this **section**.

Exclusions to Section K

The following exclusions apply to this **section** in addition to the 'General Exclusions'

This **section** excludes:

Suicide or self-harm

any injury or death where actual or attempted self-harm or suicide (or any attempt of self-harm or suicide) by the driver of **your vehicle** contributes to the injury or death.

Alcohol or drugs

any injury or death where alcohol or drug use by the driver of **your vehicle** forms a contributing factor.

Section L - Additional vehicle technology

In respect of any accident involving **your vehicle** indemnified under **section B - Damage to your vehicle**, **we** will pay up to two hundred and fifty Euro (€250) for loss or damage to **additional vehicle technology** in or on **your vehicle**.

This **section** is an extension to **section B** and any relevant terms and conditions of **section B** shall apply to this **section**.

Exclusions to Section L

The following exclusions apply to this **section** in addition to the 'General Exclusions'

This **section** excludes:

Excess

the first fifty Euro (€50) of any loss or damage;

Vehicle security

any loss or damage where:

- (a) all locks have not been engaged;
- (b) any windows have been left open;
- (c) the immobiliser is either not working or has not been activated;
- (d) the keys or other removable ignition devices have been left in or on the **vehicle**;
- (e) any software, application or any connected device used to remotely operate the **vehicle** is left unlocked and unattended.

General exclusions

This **policy** excludes the following:

Aircraft and aircraft sites

Any loss, **damage** or liability caused by, attributable to, or arising from the presence of **your vehicle** in any premises or area to which any aircraft has access, including, but without limitation, an airport or airfield and the service roads within their perimeter and boundary roads, except where necessary to meet the requirements of any compulsory motor insurance legislation operating within the territorial limits.

Contractual liability

Any liability arising from a contract or agreement which would not have arisen in the absence of such a contract or agreement.

Data loss and connected devices

Any loss, **damage** or liability arising out of the loss of, or the re-installing, recovering, replicating or replacing of data of any type held or stored on any **vehicle computer system, additional vehicle technology, accessory** or connected device. This exclusion shall not operate to exclude cover expressly granted under **Section H -Loss of keys** or **Section M – Additional vehicle technology**.

European jurisdiction

A judgment or order by a court of competent jurisdiction enforcing the judgment of a foreign court which is outside the **territorial limits** of the **policy** or the countries specified under **Section C – European Cover**.

Data protection liabilities

Any liability which arises under the Data Protection Act (DPA) or General Data Protection Regulation (GDPR).

Intentional / Unlawful Acts

any loss, **damage** or liability which arises from the direct or indirect use of a vehicle by **you** or any person insured to drive under this **policy** with the intent to:

- (i) cause damage to other vehicles or property; or
- (ii) cause Injury, (including fatal injury), to any person(s); or
- (iii) put any person(s) in fear of injury.

Nuclear hazards

Any liability that attaches by or arising from **nuclear hazards**.

Racing

Any loss, **damage** or liability occurring while the **vehicle** is being used for pace making, rallying, competitions, speed tests or being driven on any racetrack, circuit or any other prepared course or derestricted toll road including but not limited to the Nürburgring Nordschleife.

Riot or civil commotion

Any loss, **damage** or liability caused by riot or civil commotion occurring outside Republic of Ireland, Great Britain, the Channel Islands and the Isle of Man.

Software

Any loss, **damage** or liability arising out of, caused by, contributed to, resulting from, or in connection with:

- (a) any unauthorised software alteration made by **you** or any other person where **you** had knowledge of the alteration; or
- (b) **your** failure to install software updates as recommended by the vehicle manufacturer or distributor that **you** knew or ought reasonably to have known were critical to the proper operation of the **vehicle computer system** and the **vehicle** or the safety of the **vehicle**.

Terrorism and war

Any loss, **damage** or liability arising directly or indirectly out of:

- (a) **terrorism**, or
- (b) war, invasion, acts of foreign enemies, hostilities or war like operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power or confiscation by order of any public authority or government de jure or de facto or martial law

except so far as is necessary to meet the requirements of the laws relating to the compulsory insurance of motor vehicles in any country to which this **policy** applies.

Unlicensed use

Except as expressly covered under **Section G – Unlicensed drivers (where a licence is not required by law)** any loss, **damage** or liability while **your vehicle** is being driven or used by anyone who:

- (a) does not hold a **licence** to drive the **vehicle** for the use required or has had the **licence** to drive the **vehicle** revoked; or
- (b) has held but is currently disqualified from holding or obtaining such a **licence**; or
- (c) does not fully comply with the conditions of their

licence.

Unsafe load

Any loss, **damage** or liability whilst:

- (a) any load in or on the **vehicle** is not being conveyed safely; or
- (b) the **vehicle** is conveying a load in excess of:
 - (i) that for which it was constructed; or
 - (ii) the maximum carrying capacity that **you** have advised **us** of;

whichever is the lower.

Use

Except as expressly covered under **Section F – Unauthorised use of your vehicle**, or while in the custody of a motor trader for service or repair, any loss, **damage** or liability while **your vehicle** is being:

- (a) driven other than in accordance with the provisions of the **certificate of motor insurance** or used other than for the purposes specified in the **schedule**; or
- (b) driven by anyone without **your** permission.

Claims conditions and requirements

Claim/accident notification

If **your vehicle** is involved in an accident or incident, or **you** or any person entitled to claim under this **policy**, is involved in an accident or incident that may result in a claim against **you** or under the **policy**, then regardless of blame, **you** must:

- (a) report the details of any such accident or incident to **us** immediately. Details of how to contact **us** are set out in page 2 & 4 of this document.
- (b) immediately send to **us** any letter of claim, claim form, application to Personal Injuries Assessment Board, summons or other legal document or any other communication received in connection with any accident or claim;
- (c) inform **us** immediately upon **your** first awareness of any pending prosecution, coroner's inquest or fatal inquiry; and
- (d) notify the An Garda Síochána as soon as possible of any criminal act, including theft, or **damage** by attempted theft and give the police all assistance necessary;

Your duties

For every claim against **you** or under this **policy**, **you** and any person acting on your behalf must:

- (a) give **us** access to the **vehicle** involved in any accident or incident for inspection by **us** or anyone appointed by **us**;
- (b) not affect any repairs to a **damaged vehicle** without **our** prior agreement.
- (c) not destroy evidence or supporting information or documentation without **our** prior agreement;
- (d) allow **us**, in **your** name, or in the name of anyone entitled to indemnity under this **policy**, to have full control in the conduct of all matters arising from an accident or incident giving rise to a claim (including any amount within any **excess** or self-insured retention) including in respect of all negotiations, defence, settlement and recoveries;
- (e) co-operate with **us** and **our** appointed agents and provide all assistance and information as **we** may reasonably require in relation to the claim, including providing any evidence, proofs or information as may reasonably be required together with (if demanded) a statutory declaration

of the truth of the claim and any matters connected with it;

- (f) always act honestly;
- (g) undertake or permit to be undertaken all tasks reasonably practicable to minimise any loss, **damage** or liability; and
- (h) not make any admission of liability or offer or promise of payment without our prior agreement.

Our rights

- (a) **We** will have conduct of any potential insured claim which may be subject to an indemnity and **we** shall be permitted to take over the defence or settlement of any claim in **your** name.
- (b) **We** may at any time pay the limit of indemnity or limit of liability (after deduction of any sums already paid) or such lesser sum for which the claim can be settled and will relinquish the conduct and control of the claim and thereafter be under no further liability except (where payable under the relevant **section**) for payment of defence costs incurred prior to the date of payment.

Subrogation

- (a) Except where expressly provided otherwise elsewhere in the **policy**, **you** and any person acting on **your** behalf must not waive any rights of recourse or recovery against any other person relating to an occurrence, loss or suit that may give rise to a claim.
- (b) **You** or any other party insured by the **policy** shall, at **our** request and expense undertake such acts as may be required for the purpose of enforcing any rights and remedies regardless as to whether **we** have indemnified **you**.

General terms

Stamp Duties Consolidation Act 1999

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

Language

This policy and all communication between **you** and **us** will be in English.

Reasonable precautions

You must take all reasonable precautions to maintain **your** vehicle and **your** trailer in both a safe and roadworthy condition and protect it from damage or loss.

Submissions and Proposal Form

It is a condition precedent to **us** having any liability to **you** under the **policy** that a proposal form is completed at the inception of the insurance and that all answers in any submission and/or proposal form submitted, and declarations made are true and complete in every respect.

If you fail to complete a proposal form with 14 days of inception, **we** will cancel the **policy** in line with the cancellation term below.

If you fail to provide true and complete answers in any submission or proposal form or make a false declaration, **we** may treat this **policy** as being void and terminated from inception.

Duty of disclosure

You must disclose to **us** at inception all material facts that may influence our decision to enter into this **policy** with **you**.

If **you** fail to disclose to **us** all such material facts **we** may treat this **policy** as being void and terminated from inception.

Cancellation

You may cancel this **policy** at any time by giving notice to **your** broker in writing.

We will return a pro-rata share of the premium provided that there have been no:

- (a) claim(s) made under the **policy** for which **we** have made a payment; or
- (b) claim(s) made under the **policy** which are still under consideration; or
- (c) incident(s) which **you** are aware of and are likely to give rise to a claim which has already been or is yet to be reported to **us** during the current **Period of Insurance**.

In addition to **our** rights under the Instalment Premium payment clause, **we** may cancel this **policy** by giving **you** seven (7) days' notice by recorded delivery to **your** correspondence address shown in the **schedule**, including where the information provided by you in the proposal form renders the risk no longer acceptable for us to cover. Unless otherwise stated in this **policy**, if **we** cancel this **policy**, **we** will return a pro-rata share of the premium to **you**.

If any part of the premium was paid with a finance agreement and at the time of cancellation there remains an outstanding balance under the agreement, **we** may deduct from the return premium any outstanding amount due to the **finance company** that **you** would otherwise have to pay them. **We** will then return to **you** the return premium less the amount paid to the **finance company**.

Changes during the policy period

You must tell **us** of any alterations or changes to **your** vehicles, the **driver** details, **your** business, or any of the details that may affect the risks insured which occur during the **period of insurance** if **you** require them to be covered by this **policy**.

Contract (Rights of Third Parties) Act 1999

This insurance does not confer or create any right enforceable under the Contract (Rights of Third Parties Act) 1999 or any amending or subsequent legislation, by any person who is not named as insured and both **we** and **you** may amend, cancel lapse this insurance without giving notice to, or requiring the consent of any other third party.

Insurance Act 1936

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

Fraudulent claims

If **you** or anyone acting on **your** behalf makes a fraudulent claim under this **policy**, **we**:

- (a) are not liable to pay the claim;
- (b) may recover any part of the claim already paid from **you**; and
- (c) may by notice to **you** treat this **policy** as having been terminated from the time of the first fraudulent act and shall not be liable in respect of a relevant event occurring after that time and may retain any premium.

These remedies shall not be available against any other entity insured under this **policy** that was not implicated in the fraud.

Hire purchase agreement

If a **vehicle** is the subject of a hire purchase or other credit purchase agreement, payment in respect of the total loss of the **vehicle** under this **policy** shall be made to the legal owner whose receipt shall be a full and final discharge of **our** liability in respect of such loss or **damage**.

Instalment premiums

Where the premium or any part thereof was paid with the benefit of a finance agreement and there remains sums outstanding (whether or not the date for payment of the said sums or any part thereof has fallen due) by **you** to the **finance company** **we** may at **our** option deduct all or any part of the sums outstanding between **you** and the **finance company** from any claims settlement due in respect of a loss under this **policy**, provided the sum thereby deducted is paid directly by **us** to the **finance company**.

Where **we** have agreed to the payment of premium(s) by instalments, if any instalment is not received by **us** on or before its due date, then all unpaid instalments and service fees shall become immediately due. Should the full premium and service fee not be paid within seven (7) days of **us** giving written notice of non-payment, this **policy** will be cancelled immediately upon the expiry of such notice. Following such cancellation, provided that there have been no claims in the current **period of insurance**, **you** will be entitled to a pro-rata return of premium.

We may at **our** own option deduct any outstanding premiums due from any claims settlement due in respect of a loss under this **policy**.

Joint indemnity/cross liability

If this **policy** is issued in the name of more than one party, the insurance provided by this **policy** shall apply as if separate policies had been issued to each of the parties jointly named as the insured but **our** total liability for all claims shall not exceed the limits of Indemnity stated in this **policy**.

The National Fleet Database data protection

Information relating to the **policy** details will be added to the National Fleet Database (NFD) in accordance with the Road Traffic Act 2010 and the data stored on it made available to the Minister for Transport, An Garda Síochána and the Motor Insurers' Bureau of Ireland and all other statutory bodies or parties permitted by law for purposes permitted by law for purposes not limited to but including:

- (a) electronic licensing;
- (b) continuous insurance enforcement;

- (c) law enforcement, prevention, detection, apprehension and or prosecution of offenders;
- (d) the provision of Government services and/or other services aimed at reducing the level and incidence of uninsured driving.

If **you** are involved in a road traffic accident (either in the Republic of Ireland, the UK, the EU or certain other territories) insurers and/or the MIBI may search the NFD to obtain relevant information.

Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the NFD.

Non-contribution

We shall not be liable for any contribution towards a claim arising under this **policy** where there is any other insurance covering the same liability, loss, damage or injury.

Privacy notice

Our full privacy notice is stored at this web-address and may be updated from time to time - Please refer to our Motor Fleet Republic of Ireland Privacy Notice for information on how we use your information, what we collect, why we collect it and who we share it with. This can be viewed online at

www.aioinissaydowa.eu/en/our_operations/germany.cfm

Reasonable precautions

You must at **your** own cost take all reasonable precautions to:

- (a) maintain **vehicles** and **trailers** in both a safe and roadworthy condition;
- (b) ensure that any **ADAS** technology in the **vehicle** is professionally recalibrated following an accident, so as not to compromise its future performance; and
- (c) ensure that the software supporting any **vehicle computer system** is maintained according to the recommendations of the **vehicle** manufacturer or software provider.

Records

We may hold documents relating to this **policy** and any claims under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as and carry the same weight as the original.

Right of recovery

In circumstances in which **we** are entitled to refuse indemnity to you under the **policy** but are obliged by provision of the law of any territory in which this **policy** operates relating to the insurance of liability to third parties to make payment to a party who has suffered loss and/ or damage, **you** shall repay to **us** on demand all such sums **we** are obliged to pay.

Sanction limitation and exclusion

We shall not provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** or any member of **our** group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

Supply of vehicle information

Unless otherwise agreed by us, you must supply to us in writing details of the vehicle(s) whose use is covered by your policy for entry onto the National Fleet Database.

If you have been provided with a unique identifier to update your motor insurance database records you will include details of any vehicle(s) in your control.

Additionally, you must tell us of all changes of vehicle(s), including any additions or deletions, whether permanent or temporary. Such changes may be subject to an adjustment of premium.

At the end of each successive period as specified by the endorsements in your policy schedule your premium will be adjusted accordingly.

Dispute resolution

In the event of a dispute or complaint regarding this insurance, if eligible, **you** have the right to refer the matter to the Financial Services Ombudsman Bureau in accordance with the complaints clause of this **policy**.

Alternatively, all disputes which may arise under or in relation to this **policy**, or to its existence, validity or termination including any claim shall be referred by either party to a sole arbitrator to be appointed in default of agreement between the parties by the President of the Law Society of Ireland in accordance with the Arbitration Act 2010. The language of the arbitration shall be English and the law applicable to and in the arbitration and governing all disputes shall be Irish law. The determination of the arbitrator will be final and binding on both parties.

The making of a final un-appealed arbitration award will be a condition precedent to any right of action, suit or other legal proceeding against **us**. **Our** sole obligation in such circumstances shall be to pay such sums as may be directed by an award.

The parties agree to perform **their** respective continuing obligations under this insurance, if any, while the dispute is resolved unless the nature of the dispute prevents such continued performance of those obligations.

If you have not referred to arbitration a dispute arising (including any disclaimer of liability under the **policy**) within 12 months of such dispute so arising any claim under the **policy** to which such dispute relates will be deemed abandoned and not recoverable after such 12 month period.

COMPLAINTS

We aim to provide a high level of service and we want you to tell us when we don't. We take all complaints we receive seriously and aim to resolve them promptly, diligently and fairly; we welcome your feedback.

We will record and analyse your comments to make sure we continue to improve the service we offer in accordance with the Motor Fleet Republic of Ireland Privacy Notice

If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact us or your broker where applicable.

If you would like to make a complaint about your policy or the handling of a claim, please use the following details:

Post: Complaints Controller, Aioi Nissay Dowa Insurance Company of Europe SE, PO Box 1308, Newcastle upon Tyne, NE12 2BF

Email: fleetcomplaints@aioinissaydowa.eu
fleetclaimcomplaints@aioinissaydowa.eu

Telephone: +44 (0)333 103 8122

Making a complaint does not affect any of your legal rights. If you remain dissatisfied, or if you have not received a written final response within 40 business days from the date of your complaint, you may be entitled to refer your complaint to the Financial Services and Pensions Ombudsman (FSPO).

The FSPO will establish if you are eligible to escalate your complaint to them and if so, independently consider your complaint free of charge. Their contact details are:

Post: Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29, Republic of Ireland

Email: info@fspo.ie

Telephone: +353 1 6 567 7000

Website: www.fspo.ie

Please note:

- To check if you are an eligible complainant or if you are unsure whether the Financial Services and Pensions Ombudsman will look at your complaint please contact them directly for further information. You are entitled to contact the Financial Services and Pensions Ombudsman at any stage of your complaint. Their contact details are shown above.

- You must approach the Financial Services and Pensions Ombudsman within 6 years of either our summary resolution or final response letter to your complaint. Please note that if you do not refer your complaint within the 6 years, the Financial Services and Pensions Ombudsman will not have our permission to consider your complaint and therefore will only be able to do so in very limited circumstances, for example, if it believes that the delay was as a result of exceptional circumstances.

- Whilst we are bound by the decision of the Financial Services and Pensions Ombudsman, you are not. The complaints handling arrangements above are without prejudice to your rights in law. The complaints handling arrangements above are without prejudice to your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.

If you feel that your complaint has not been satisfactorily resolved, you may be eligible either to contact the Irish Financial Services and Pensions Ombudsman (FSPO) or the UK Financial Ombudsman Service (FOS) to review the complaint.

The Financial Services and Pensions Ombudsman (FSPO)

To be an eligible complainant, you must be:

- (a) a private individual/personal customer; or
- (b) a limited company, charity, club, trust or partnership with an annual turnover of less than €3,000,000 (three million Euro).

If eligible, you can contact the FSPO via its website: www.fspo.ie, email: info@fspo.ie, write to the Financial Services and Pensions Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, or telephone +353 1 567 7000.

The FSPO will only consider a complaint if you are an eligible complainant and you have first made a formal complaint to us and given us an opportunity to resolve it.

The FSPO provides impartial advice free of charge and contacting them will not affect your legal rights.

16 Fitzwilliam Place
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mxunderwriting.eu

Specialist Risk Europe Limited, trading as MX Underwriting Europe, The Underwriting Exchange and LIME is regulated by the Central Bank of Ireland.

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The Company has a UK establishment at One America Square, 17 Crosswall, London EC3N 2LB under number BR009857.

**Opportunities.
Unlocked.**

Protected