Pen underwriting

POLICY WORDING

COMMERCIAL MOTOR

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Welcome to Pen Underwriting Commercial Motor

Your Motor Insurance Contract consists of three documents:

The Policy – This document, which includes Policy Cover Definitions and any further endorsements (either specified in the Schedule or issued at a later date).

Under the relevant European and Irish legal provisions the parties to this contract of insurance, we, Zurich Insurance Europe AG and you, the Insured, are free to choose the law applicable to the contract. We propose that this contract is governed by Irish Law.

The Schedule, which includes details of the Insured, the Vehicle, the Cover and the Period of Insurance.

The Certificate of Motor Insurance which is required by law. It may be detached for production to licensing or legal authorities.

Please read these documents carefully to ensure that they are in accordance with your requirements

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

The Contract of Insurance

Commercial Motor Policy

In consideration of the premium having been paid (or agreed to be paid) by the Insured we Zurich Insurance Europe AG (the Insurer) will provide insurance in accordance with the policy cover indicated in the Schedule. This cover will apply in respect of events occurring in the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man, the Channel Islands, any country which is a member of the European Union and any other country in respect of which the Commission of The European Union is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the European Union Directive on Insurance of Civil Liabilities arising from the use of motor vehicles (No. 72/166/CEE) during the period of insurance specified in the Schedule or any subsequent period for which the Insurer may accept payment for renewal of this Policy.

Other than where expressly provided in this Policy, compliance with all the terms provisions conditions and endorsements of the Policy shall be a condition precedent to the right of the Insured to recover under this Policy.

For your own protection you are recommended to read your Policy and all its Conditions to ensure that it is in accordance with your intentions. We would draw your attention specifically to the General Exceptions section of the Policy and the exceptions set out in each section of the Policy.

The Insurer has agreed to provide Policy cover, and has calculated the applicable premium, based on information provided by or on behalf of the Insured including but not limited to:

- information provided in any proposal, or otherwise in response to specific questions asked by the Insurer;
- information provided and recorded in any Statement of Facts issued to the Insured;
- any declarations made by or on behalf of the Insured; and/or
- any additional information voluntarily provided.

Zurich Insurance Europe AG
Zurich Insurance Europe AG is authorised by the Federal Financial Supervisory Authority (BaFin) in Germany and is regulated by the Central Bank of Ireland for conduct of business rules.

Zurich Insurance Europe AG is registered in Frankfurt, Germany (registration number 133359) with its registered seat at Platz der Einheit 2, 60327, Frankfurt A.M.

Registered in Ireland as a branch (registration number 910127) with registered branch office at Zurich House, Frascati Road, Blackrock, Co. Dublin, A94X9Y3.

Section 1 – Liability To Third Parties

(1) Indemnity To Insured

The Insurer will indemnify the Insured against all sums which the Insured or his personal representative shall become legally liable to pay to any person (exclusive of the excepted persons as hereinafter defined) by way of damages or costs on account of injury to person or damage to property caused by the use of any vehicle described in the Schedule hereto (including the loading and/or unloading of such vehicle) but such indemnity in so far as it relates to damage to property is limited to the sum as described in the Schedule in respect of damage occasioned by any one act or any one series of acts collectively constituting one event and the Insurer will pay all costs and expenses incurred with its written consent.

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

(2) Indemnity To Other Persons

The Insurer will indemnify any person or firm in the terms of Sub-Section (1) above in connection with any vehicle in respect of which indemnity is granted under such Sub-Section but only in respect of the negligence of the Insured and provided that such person or firm is named in the Section headed 'Persons or Classes of Persons whose liability is covered' in the effective Certificate of Insurance.

Provided that the person or firm claiming indemnity under this Sub-Section (2):

(a) is not entitled to indemnity under any other Policy,

(b) shall as though he were the Insured observe fulfil and be subject to the terms exceptions and conditions of this Policy in so far as they can apply.

Excepted Persons

(a) Except so far as is necessary to meet the requirements of the Road Traffic Acts any person claiming in respect of injury to person to himself sustained while he was in or on any vehicle described in the Schedule hereto. Such excepted person shall not include a person seated in any part of the Insured vehicle that is designed and constructed with seating accommodation for passengers and who is other than an employee claiming in respect of injury to himself arising out of and in the course of employment.

(b) Any person claiming in respect of injury to person to another person where:

(i) in case the injury caused the other person's death the other person would assuming that the injury had not caused his death be an excepted person under the preceding paragraph (a) hereof if he were himself claiming in respect of the injury and

(ii) in any other case the other person would be such an excepted person if he were so claiming.

(c) Any person claiming in respect of damage to property sustained while such property was in or on any vehicle described in the Schedule.

References in paragraphs (a) and (b) hereof to injury sustained while in or on a vehicle include injury sustained while entering getting on to being put into or on or alighting from or being taken out of or off such vehicle and injury caused by being thrown out of or off such vehicle.

(d) Any person claiming in respect of damage to property sustained while such property was owned by or was in the possession custody or control of the Insured.

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

References in the above paragraphs (a) to (e) inclusive to any vehicle described in the Schedule hereto shall be deemed to include any vehicle connected by any means whatsoever to any such vehicle.

Excess

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

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

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

Application of Limits of Indemnity

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

Section 2 – Loss or Damage

The Insurer will indemnify the Insured against loss of or damage to any vehicle described in the Schedule hereto and/or its standard accessories and spare parts while thereon including damage by frost and loss or damage while in transit by sea (or during the process of loading or unloading incidental to such transit) between any ports in the countries to which this Policy applies.

The expression 'standard accessories' is deemed to include all types of vehicle audio two way radio and telephone systems.

The maximum amount payable by the Insurer in respect of loss or damage to any such accessories shall not exceed €325 or 10% of the current market value of the vehicle at the time of the loss excluding the value of the accessories whichever is the greater.

Exceptions

The Insurer shall not be liable to pay for:

(a) loss of use, depreciation, wear and tear, mechanical, electrical, electronic or computer breakage, failure or breakdown

(b) damage to tyres by application of brakes or by road punctures cuts or bursts

(c) loss destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

The Insurer may at its own option repair reinstate or replace such vehicle or any part thereof and/or its standard accessories and spare parts or may pay in cash the amount of the loss or damage. If to the knowledge of the Insurer 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 the Insurer in respect of such loss or damage. The maximum amount payable by the Insurer in respect of any claim for such loss or damage shall be the market value of such vehicle immediately prior to such loss or damage not exceeding the Insured's estimated value recorded in the Insurer's books.

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

Excess

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

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

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

No such amount is operative in respect of any loss or damage due to glass breakage caused otherwise than by theft or attempt thereat.

Section 3 – Personal Liability of Passengers

The Insurer will at the request of the Insured indemnify in terms of Section 1 of this Policy any person mounting into dismounting from or travelling in any motor vehicle described in the Schedule, such person being hereinafter called 'the Passenger'.

Provided that the Passenger:

(1) is not driving such motor vehicle or in charge of such motor vehicle for the purpose of driving

(2) is not entitled to indemnity under any other Policy

(3) shall as though he were the Insured observe fulfil and be subject to the terms exceptions and conditions of this Policy in so far as they can apply.

Exceptions

The Insurer shall not be liable in respect of:

(a) personal injury (including personal injury causing death) to:

  (i) the Insured

  (ii) any person driving such motor vehicle or in charge of such motor vehicle for the purpose of driving

  (iii) any person in the employment of the Passenger where such personal injury arises out of and in the course of such employment.

(b) injury to property owned by or in the possession custody or control of the Insured or of the Passenger or being conveyed by such motor vehicle.

Section 4 – Foreign Travel Cover

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

Section 5 – Trailer Cover

The indemnity provided under Section 1 of this policy – LIABILITY TO THIRD PARTIES – shall apply in respect of any trailer which is the property of the Insured or which is hired, leased or loaned to the Insured or in the Insured's custody or control, whilst:

(1) attached to a vehicle described in the Schedule or

(2) detached from any vehicle described in the Schedule (and not attached to any other vehicle).

General Exceptions of the Policy

The Insurer shall not be liable:

1. In respect of:

   (a) any liability (in excess of the common law or the statutory liability applicable to the case) undertaken by the Insured by special contract

   (b) any loss damage liability and/or injury arising out of any event occurring:

      (i) while any vehicle in connection with which indemnity is provided under this Policy is being driven by or is for the purpose of being driven by him in the charge of any person other than as described under the Section headed 'Drivers or Classes of Drivers whose driving is covered' in the effective Certificate of Insurance

      (ii) while any vehicle in connection with which indemnity is provided under this Policy is being used otherwise than for the purposes described under the Section headed 'Limitations as to Use' in the effective Certificate of Insurance.

2. Except under Section 1 of this Policy in respect of any loss damage and/or injury arising during (unless it be proved by the Insured that the loss damage and/or injury was not occasioned thereby) or in consequence of Earthquake Riot or Civil Commotion.

3. Except so far as is necessary to meet the requirements of the Road Traffic Acts in respect of:

   (a) any consequence of War Invasion Act of Foreign Enemy Hostilities (whether War be declared or not) Civil War Rebellion Revolution Insurrection or Military or Usurped Power

   (b) death or bodily injury to any person arising out of and in the course of such person's employment by the person claiming to be indemnified under Section 1 of this Policy.

4. Except so far as is necessary to meet the requirements of the Road Traffic Acts in respect of:

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

   (ii) any legal liability of whatever nature

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

   (a) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

   (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

5. For any accident injury damage loss (including consequential loss) or any liability of whatsoever nature while the Insured Vehicle is in or on that part of an aerodrome airport airfield or military base provided for:

   (a) the take off or landing of aircraft and for the movement of aircraft on the surface

   (b) aircraft parking aprons including associated service roads refuelling areas and ground equipment parking areas.

6. Except so far as is necessary to meet the requirements of the Road Traffic Acts in respect of:

   (a) death, injury or damage caused by pollution or contamination arising out of the spillage of the load from an insured vehicle

   (b) the transportation of chemicals other than as a part of a groupage load

   (c) death, injury or damage whilst the insured vehicle or any plant forming part of such vehicle or attached thereto is being used as a tool

   (d) damage to any weighbridge caused by the weight or vibration of any vehicle described in the Schedule or its load.

7. For any loss, damage, cost or expense of whatsoever nature (except that which is covered under Section 1 'Liability to Third Parties'), directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

   For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf or in connection with any organisation(s) or government(s), committed for political or other purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. If the Insurer alleges 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 the Insured.

8. In respect of any claim arising while any vehicle described in the Schedule is being used or driven:

   (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

   (b) if to the knowledge of the person claiming to be indemnified, the person driving does not hold a licence to drive the vehicle unless the person driving has held and is not disqualified from holding or obtaining such a licence.

9. For any loss or damage or any liability of whatsoever nature directly or indirectly arising from or in connection with:

   (a) the loss of, alteration of

   (b) or damage to or;

   (c) a reduction in the functionality, availability of 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 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.

Policy Cover – Definitions

Comprehensive

All Sections of this Policy are operative unless otherwise stated in the Schedule.

Third Party Fire & Theft

Indemnity provided by Section 2 is inoperative except for loss or damage caused directly by Fire Self-Ignition Lightning or Explosion or by Theft or attempt thereat.

Third Party Only

Section 2 is cancelled.

Operative Policy Endorsements

Endorsement No. 1 – Indemnity To Principals

It is hereby declared and agreed that in terms of and subject to the limitations of the indemnity which is granted by this Policy to the Insured in connection with any vehicle described in the Schedule of this Policy the Insurer will indemnify any principal but only in respect of the negligence of the within named Insured or any employee of such Insured.

Provided that:

(a) such person is not entitled to indemnity under any other policy

(b) such person shall as though he were the Insured observe fulfil and be subject to the terms exceptions and conditions of this Policy in so far as they can apply.

Subject otherwise to the terms exceptions and conditions of this Policy.

Endorsement No. 2 – Indemnity To Unspecified Owners

It is hereby declared and agreed that this Policy will indemnify any unspecified owner but only in respect of the negligence of the Insured provided that such person shall as though he were the Insured observe fulfil and be subject to the terms exceptions and conditions of this Policy in so far as they can apply.

Subject otherwise to the terms exceptions and conditions of this Policy.

Conditions

For the purposes of these conditions, the expression 'Insured Person' shall mean The Insured (as stated on the Schedule) and any other person entitled to be indemnified under this Policy.

1. Claims

   (a) In the event of any accident injury loss or damage likely to give rise to a claim under this Policy the Insured must:

      (i) as soon as practicable (but no later than 48 hours from the date of the event) notify the Insurer and provide all information and assistance that the Insurer may require

      (ii) send to the Insurer any letter claim writ summons or legal process as soon as it is received

      (iii) notify the Insurer in writing as soon as he/she becomes aware of any impending prosecution or coroner's inquest involving any person entitled to be indemnified under this Policy.

   (b) Further:

      (i) The Insured Person (or the Insured Person's agent) shall not make any admission of liability or offer or promise of payment but shall permit the Insurer to have the sole conduct of all negotiations or legal proceedings.

      (ii) Subject to Condition 17 of this Policy, the Insurer shall be entitled to use the name of the Insured Person for the purpose of resisting or enforcing any claim. The Insured Person shall give to the Insurer all reasonable assistance in connection therewith, to include the Insured Person cooperating with the Insurer in the investigation of insured events (including by responding to reasonable requests for information in an honest and careful manner) and shall act in all cases in the best interests of the Insurer.

      (iii) While the Insurer has the right to make the final determination in relation to coverage or handling of the whole or part of any claim, the Insurer will engage with the Insured Person during its investigation of the claim and give the Insured Person the opportunity to submit to the Insurer any relevant evidence which could inform the Insurer's determination as regards the claim. However, the Insurer shall have full power to settle any claim or part thereof and in the event of any dispute between the Insurer and the Insured Person such settlement shall have the effect for all purposes as if it were made with the concurrence of the Insured Person notwithstanding that such settlement may be made without admission of liability.

2. Fraudulent Claims

If a claim contains information that is false or misleading in any material respect and the Insured or Insured Person (as the case may be) either knows that it is false or misleading or consciously disregards whether it is false or misleading, or a claim is otherwise fraudulent in any respect, ("Fraudulent Claim") the Insurer shall be entitled to:

(a) refuse to pay the claim; and

(b) terminate the Policy by written notice in which case cover under the Policy shall be treated as having terminated with effect from the date on which the Fraudulent Claim was submitted.

In such circumstances of termination the Insurer shall refuse all liability to the Insured and/or Insured Person (as the case may be) under the Policy in respect of any claim made after the date of submission of the Fraudulent Claim (but not in respect of any claim(s) made before submission of the Fraudulent Claim) and the Insurer need not return any of the premiums paid under the Policy.

3. Cancellations

This Policy may be cancelled:

(a) by the Insurer or Wrightway Underwriting Ltd, as agent of the Insurer, by sending to the Insured 10 days' notice of cancellation by registered post to the Insured's last known address

(b) by the Insured, but such instruction will only be effective from the date of receipt by the Insurer of the Certificate of Motor Insurance and Insurance Disc. The Insurer will in either event return to the Insured a proportionate part of the premium paid in respect of the unexpired term of the Policy subject to the following:

(i) no refund will be allowed if an incident giving rise to a claim occurred during the period of insurance

(ii) no refund will be allowed if the premium for the period of insurance has not been paid to the Insurer

(iii) no administration charge will be levied or deducted if the Insured requests the cancellation within 14 working days after the conclusion of the Policy (the "Cooling-off Period"). If cancellation is at the request of the Insured after the Cooling-off Period and during the first Period of Insurance an administration charge will be deducted from any refund allowed.

Any cancellation by either the Insurer or the Insured shall be without prejudice to any rights or claims of the Insurer or the Insured arising prior to the expiration of such notice of cancellation.

4. Instalment Defaults

Where the Insurer has agreed to accept payment by instalments any default in payment on the due date may result in the Policy cover being terminated.

5. Other Insurances

If any claim covered by this Policy is also covered by any other policy of insurance whether effected by the Insured or not the Insurer shall not be liable to pay more than a rateable proportion.

Provided always that nothing in this Condition shall impose on the Insurer any liability from which it would have been relieved by proviso (a) and (b) of Sub-Section (2) of Section 1 'Liability to Third Parties' but for the terms of this Condition.

6. Care of Vehicle

The Insured shall take all reasonable steps to safeguard the Insured Vehicle against loss damage or breakdown, maintain the Insured Vehicle in an efficient and roadworthy condition and comply with the European Communities (Vehicle Testing) Regulations where applicable.

The Insured shall also allow the Insurers Authorised Representative to inspect the Insured Vehicle at any time.

7. Arbitration

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

8. Laws Relating To Compulsory Motor Insurance

If, under the provisions of Section 76 of the Road Traffic Act 1961 (as amended), or the equivalent law of any other country (if any) in which you are covered by this Policy, the Insurer is required by law to pay a claim which it would not otherwise be obliged to pay under the terms of this Policy, the Insurer shall pay such claim but shall be entitled to recover from the Insured or the Insured Person (as the case may be) all sums paid by the Insurer.

9. Duty To Comply With Policy Conditions

(a) The Insured must comply with the terms, limitations, Exceptions, Conditions and Endorsements of this Policy so far as they relate to anything to be done or complied with by the Insured, to include the Insured cooperating with the Insurer in the investigation of insured events, including by responding to reasonable requests for information in an honest and reasonably careful manner.

(b) Other than where expressly provided in this Policy, compliance by the Insured with the terms, limitations, Exceptions, Conditions and Endorsements of this Policy shall be a condition precedent to any liability of the Insurer to make any payment under the Policy.

(c) Breach of any notification-related term or Condition will entitle the Insurer to refuse payment of a claim where the Insurer was prejudiced by the breach of the notification-related term or Condition in question.

10. Definition Of Public Place

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

11. Insurance Act 1936

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

12. Stamp Duties Consolidation Act 1999

The appropriate Stamp Duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999, as amended.

13. Premium Alterations

If an alteration to the Policy results in an additional premium due to the Insurer or a refund premium due to the Insured, we will only charge or refund such premium provided if the amount involved is greater than or equal to €10.

14. (1) Pre-contractual Representations

The Insured acknowledges and accepts the following:

(a) the Insured has a legal duty prior to entering into the Policy and/or prior to the renewal of this Policy to provide responses to questions asked by the Insurer in relation to the risk(s) to be insured.

(b) a matter about which the Insurer asks a specific question is material to the risk undertaken by the Insurer or the calculation of the premium by the Insurer, or both.

(c) the Insured has a legal duty to answer all questions asked by the Insurer honestly and with reasonable care.

(d) while the Insurer acknowledges that the Insured has no legal duty of voluntary disclosure, the Insured shall ensure that information which is voluntarily provided by or on behalf of the Insured is provided honestly and with reasonable care.

(2) Remedies for Misrepresentation

(a) The term "negligent misrepresentation" means a representation made without reasonable care but which was not fraudulent. Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by or on behalf of an Insured involves a negligent misrepresentation, the remedy available to the Insurer shall reflect what the Insurer would have done had it been aware of the full facts and shall be based on a compensatory and proportionate test, as follows:

(i) if the Insurer would not have entered into the Policy on any terms, the Insurer may avoid the Policy from inception or renewal (as the case may be) and refuse all claims, but shall return the premium paid;

(ii) if the Insurer would have entered into the Policy, but on different terms, the Policy is to be treated as if it had been entered into on those different terms if the Insurer so requires;

(iii) if the Insurer would have entered into the Policy, but would have charged a higher premium, the Insurer may reduce proportionately the amount to be paid on the relevant claim.

(b) Where an answer which was provided, or information which was volunteered, involves a negligent misrepresentation which is identified at a time prior to there being any claim under the Policy, the Insurer may either:

(i) give notice to the Insured that in the event of a claim it will exercise the remedies in paragraphs (a)(i)-(iii) above as appropriate; and/or

(ii) terminate the Policy by giving reasonable notice.

(c) Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by the Insured involves a fraudulent misrepresentation, or where any conduct by the Insured (relative to the Policy or the steps leading to its formation) involves fraud of any other kind, the Insurer shall be entitled to avoid the Policy from the date of commencement or renewal (as the case may be) without return of premium.

15. Alteration of Risk

The Insured must tell the Insurer immediately of any changes to the following provided by the Insured to the Insurer prior to the commencement or renewal of this Policy:

(a) the information provided in any Proposal Form or otherwise in response to specific questions asked by the Insurer;

(b) the information provided and recorded in any Statement of Fact issued to the Insured;

(c) the declarations made by or on behalf of the Insured; and/or

(d) any additional information voluntarily provided.

When the Insured notifies the Insurer about a change as above, or if the Insured otherwise becomes aware of any such change, as referenced above, the Insurer may reassess the premium chargeable and Policy cover more generally.

The Insurer may refuse a claim made by the Insured where there has been a change in the subject matter of the Policy which results in a new risk which the Insurer did not agree to cover and which was beyond the reasonable contemplation of the Insurer and the Insured when the Policy was entered into. Failure to disclose any such change may result in difficulty obtaining insurance in the future.

16. Effect of Continuing Restrictive Conditions

A Continuing Restrictive Condition is any condition in this Policy, however expressed, that purports to require the Insured to do, or not to do, a particular act or acts, or requires the Insured to act, or not to act, in a particular manner (and any condition the effect of which is that a given set of circumstances is required to exist or to be maintained or not to exist shall be taken as falling within this definition).

In this Policy, any term that imposes a Continuing Restrictive Condition, including one that is intended to reduce the risk of a particular type of loss, or reduce the risk of loss occurring at a particular time or in a particular location, shall be treated as a suspensive condition.

This means that if:

(a) the Insured breaches any such term; and

(b) during the period of breach the Insured suffers a relevant loss; and

(c) such breach increased, in the circumstances concerned, the risk of the loss suffered

by the Insured, the Insurer will have no liability for the loss.

17. Subrogation

This clause applies where the Insurer has the right to be subrogated to the Insured Person's rights against some other person but the Insured Person has not exercised those rights and might reasonably be expected not to exercise those rights because:

(a) the Insured Person and the other person are members of the same family (to be construed in accordance with the Employment Equality Act 1998), or are cohabitants (to be construed in accordance with the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010); or

(b) the Insured Person expressly or impliedly consented to the use, by the other person, of a motor vehicle insured under this Policy.

Where in the above circumstances the other person is not insured in respect of their liability to the Insured Person, the Insurer does not have the right to be subrogated to the Insured Person's rights against that other person.

Where the other person is so insured, the Insurer may not recover from the other person an amount greater than the amount that that person may recover under their insurance Policy.

This clause does not apply where the conduct of the other person that gave rise to the loss involved serious or wilful misconduct.

If the Insured Person is an employer, the Insurer will not exercise its right of subrogation against an employee except where the loss was caused by an employee intentionally or recklessly and with knowledge that the loss would probably result.

Complaints Procedure

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

- If you have arranged your policy with Pen Underwriting through a Broker, you should firstly direct your complaint to the Broker with whom you arranged your policy.

- If the complaint is not resolved to your satisfaction you should contact The General Manager, Pen Underwriting Ireland Limited, Ardcavan Business Park, Ardcavan, Wexford, Y35 FP8A. Telephone (053) 916 7100.

- If the complaint is still not resolved to your satisfaction, you should write to the Chief Executive Officer, Zurich Insurance, PO Box 78, Wexford. Telephone (01) 667 0666, or alternatively you may wish to contact:

  (i) Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Telephone: (01) 567 7000. Email: info@fspo.ie. Website: www.fspo.ie.

  (ii) The Central Bank of Ireland, P.O. Box 559, Dublin 1. Telephone: 0818 681 681 or (01) 224 5800.

  (iii) Insurance Ireland, First Floor, 5 Harbourmaster Place, IFSC, Dublin 1. Telephone: (01) 676 1914.

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

Data Protection

About this section

Everyone has rights with regard to the way in which their personal data is handled. During the course of our business activities, [Zurich Insurance Europe AG] (**'we'**, 'our', **'us'**) and Pen Underwriting Ireland Limited ('Pen Underwriting') will collect, store and process personal data about **you**. The purpose of this section is to give **you** some information about the collection and processing of your personal data. Further information can be obtained in our privacy policy which is available at **www.zurich.ie/privacy-policy** and Pen Underwriting's Privacy Notice which is available at **www.penunderwriting.ie/privacy-notice.**

Pen Underwriting is an underwriting agency regulated by the Central Bank of Ireland. Pen Underwriting distributes insurance products on behalf of insurance companies through its broker network in Ireland. As our Managing General Agent, Pen Underwriting has been granted authority by **us** to bind cover on our behalf, service your policy and to handle and settle any claims thereunder.

We and Pen Underwriting are the data controllers for this contract under data protection legislation.

For the purpose of this section, **'you'** or 'your' shall mean, **you**, the policyholder, or any other person entitled to indemnity under this policy of insurance.

The Data we and/or Pen Underwriting collect

Where appropriate, **we** and Pen Underwriting may collect the following personal data ('Data') from and/or about **you**:

- **Contact and identifying information** such as title, name, address, email address, telephone number, date and place of birth, gender, marital status, PPS number, VAT number, country of residence, and photographic identification.

- **Financial information** such as bank account details, credit/debit card details and income details.

- **Employment and qualification details** such as occupation, job position, employment and education history.

- **Medical and health details** including information related to personal habits (such as smoking or consumption of alcohol), medical history, details of any disability, injuries sustained and prognosis for recovery.

- **Other sensitive information** such as details of any criminal convictions and offences (including penalty points), civil litigation history as well as pending prosecutions. **We** and WUL may also, in certain cases, receive sensitive information from which it may be possible to infer your trade union membership, religious or political beliefs (for example, if **you** are a member of a group scheme through a professional, trade, religious, community or political organisation).

- **Information pertaining to the risk insured** such as description of the risk, value of the risk, location of the risk and claims history.

- **Claims data** such as details of the circumstances of any incident giving rise to a claim under this policy, details of activities carried out following any such incident, details of any other claims that **you** have made, as well as financial, medical, health and other lawfully obtained information relevant to your claim including social welfare information.

The above list covers the main data types collected by **us** and/or Pen Underwriting. Full details are available in our Privacy Policy at **www.zurich.ie/privacy-policy** and Pen Underwriting's Privacy Notice which is available at **www.penunderwriting.ie/privacy-notice.**

We and Pen Underwriting require this Data in order to manage and administer our relationship with **you**, evaluate the risk and assess the premium to be paid, bind cover, validate and settle any claims, bring and/or defend legal proceedings, prevent, detect and investigate fraud, and in order to generally take any steps required to fulfil your contract /comply with legal obligations.

Note: If **you** provide **us** with Data relating to another person **you** must first: (a) inform that person about the content of our Privacy Policy and Pen Underwriting's Privacy Notice and (b) obtain any legally required consent from that person to the sharing of their Data in this manner.

Data collected from third parties

We and Pen Underwriting may collect Data from third parties if **you** engage with **us** or Pen Underwriting through a third party e.g. through a broker or, in the case of a group scheme, through your employer. **We** and Pen Underwriting may also obtain Data from other third parties such as financial institutions, claims service providers (including private investigators) and insurance industry and government bodies for the purposes described above.

What we and Pen Underwriting do with your Data

We and Pen Underwriting may use, process and store the Data for the following purposes:

- Assessing which insurance products are appropriate for **you**, risk evaluation, premium setting, policy quotation, premium collection, policy administration, policy renewal, claims assessment, claims processing, claims payment, bringing and/or defending legal proceedings, recovering debt, marketing, survey purposes, statistical analysis, preventing, detecting and investigating fraud, as well as generally taking any steps in order to fulfil your contract and comply with legal obligations.

In order to prevent and detect fraud as well as the non-disclosure of relevant information, **we** and Pen Underwriting may at any time:

- Share information about **you** with other companies in our group as well as other organisations outside the group including, where appropriate, private investigators and law enforcement agencies.

- Check your details with fraud prevention agencies, as well as against databases and other sources of information. Below is a sample of the databases/sources used:

  – the insurance industry claims database known as InsuranceLink maintained by Insurance Ireland (for more information see www.inslink.ie)

  – the Integrated Information Data Service ('IIDS') which allows members of Insurance Ireland to verify information including penalty points and no-claims discount information provided by their customers

  – the National Vehicle and Driver File, maintained and supported by the Department of Transport, Tourism and Sport, containing details of all registered vehicles in the State

  – Motor Insurance Anti-Fraud and Theft Register (MIAFTR) operated by the Association of British Insurers in the UK to log all insurance claims relating to written-off and stolen vehicles in the UK

  – the Companies Registration Office

The above list is not intended to be exhaustive (please see our Privacy Policy as well as Pen Underwriting's Privacy Notice for more information).

In addition, **we** and Pen Underwriting may check the Data **you** have provided against international/economic or financial sanctions laws or regulated listings to comply with legal obligations or otherwise to protect our legitimate business interests and/or the legitimate interests of others.

Sharing of Data

We and Pen Underwriting may share your Data (where appropriate/applicable) as follows:

- With business partners, suppliers, sub-contractors and agents with whom **we** and/or Pen Underwriting work/engage (including, but not limited to, tied agents, managing general agents, auditors, legal firms, medical professionals, cloud service providers, private investigators, third-party claim administrators and outsourced service providers) to assist **us** and Pen Underwriting in carrying out business activities which are in our and Pen Underwriting's legitimate business interests and where such interests are not overridden by your interests.

- With other companies in our group, partners of our group, coinsurance and reinsurance companies located in Ireland and abroad, including outside the European Economic Area ('EEA'). Where transfers take place outside the EEA, **we** ensure that they are undertaken lawfully and pursuant to appropriate safeguards.

- With other insurers and/or their agents.

- With any intermediary or third party acting for **you**.

- In order to comply with our and Pen Underwriting's legal obligations, a Court Order or to cooperate with State and regulatory bodies (such as the Revenue Commissioners or the Central Bank of Ireland), as well as with relevant government departments and agencies (including law enforcement agencies).

- On the sale, transfer or reorganisation of our or Pen Underwriting's business (or any part of it).

For further information regarding the third parties that **we** may share Data with, please see our Privacy Policy **www.zurich.ie/privacy-policy** and Pen Underwriting's Privacy Notice which is available at **www.penunderwriting.ie/privacy-notice.**

In addition, information about claims (whether by customers or third-parties) is collected by **us** and/or Pen Underwriting when a claim is made under a policy and placed on InsuranceLink. This information may be shared with other insurance companies, self-insurers or statutory authorities.

The purpose of InsuranceLink is to help **us** and Pen Underwriting identify incorrect information and fraudulent claims and, therefore, to protect customers. Under data protection legislation **you** have a right to know what information about **you** and your previous claims is held on InsuranceLink. If **you** wish to exercise this right then please contact **us** or Pen Underwriting at the address below.

Finally, where **you** have consented to our doing so, **we** and Pen Underwriting may share information that **you** provide to companies within our group and with other companies that **we** and/or Pen Underwriting establish commercial links with so **we**, Pen Underwriting and they may contact **you** (by email, SMS, telephone or other appropriate means) in order to tell **you** about carefully selected products, services or offers that **we** and/or Pen Underwriting believe will be of interest to **you**.

Data Retention

The time periods for which **we** and Pen Underwriting retain your Data depend on the purposes for which **we** and Pen Underwriting use it. **We** and Pen Underwriting will keep your Data for no longer than is required or legally permitted. Please see our Data Retention Policy at **www.zurich.ie/privacy-policy** and **www.penunderwriting.ie/privacy-notice.**

Automated Decision Making and Profiling

You have a right not to be subjected to decisions based solely on automated processing, including profiling, which produce legal effects concerning **you** or similarly significantly affects **you** other than where the decision is:

1. Necessary for entering into a contract, or for performing a contract with **you** (e.g. your policy of insurance);

2. Based on your explicit consent – which **you** may withdraw at any time; or

3. Is authorized by EU or Member State law.

Where **we** and Pen Underwriting base a decision on solely automated decision-making, **you** will always be entitled to have a person review the decision so that **you** can contest it and put your point of view and circumstances forward.

Data subject rights

You have the following rights in relation to your Data which is held by **us** and Pen Underwriting:

1. To ask for details of your Data held.
2. To ask for a copy of your Data.
3. To have any inaccurate or misleading Data rectified.
4. To have your Data erased.
5. To restrict the processing of your Data in certain circumstances.
6. To object to the processing of your Data.
7. To transfer your Data to a third party.
8. A right not to be subject to automated decision making.
9. The right to receive notification of a Data breach.
10. Where processing is based on consent, the right to withdraw such consent.
11. The right to lodge a complaint to the Data Protection Commission.

However, these rights may not be exercised in certain circumstances, such as when the processing of your data is necessary to comply with a legal obligation or for the exercise or defence of legal claims. If **you** wish to exercise any of your rights in this regard a request must be submitted in writing to our or Pen Underwriting's Data Protection Officer, as appropriate (see contact details below). In order to protect your privacy, **you** may be asked to provide suitable proof of identification before your request can be processed

Privacy Policy

Please note that this Data Protection section is not a standalone section. It contains a brief description of the information you need to understand how your Data is used by us and should be reviewed in conjunction with our Privacy Policy which is available online at www.zurich.ie/privacy-policy and Pen Underwriting's privacy notice which is available at www.penunderwriting.ie/privacy-notice.

If **you** have any questions about your Data, **you** can contact **us** or using the contact details below.

Zurich Insurance Europe AG

- **Customer Services on 053 915 7775**
- **Email us at dataprotectionofficer@zurich.ie**
- **Data Protection Officer, Zurich Insurance Europe AG, FREEPOST, PO Box 78, Wexford, Ireland.**

Pen Underwriting Ireland Limited

- **Customer Services on 053 916 7100**
- **Email at dataprotectionofficer.ie@penunderwriting.com**
- **Data Protection Officer, Pen Underwriting Ireland Limited, Ardcavan Business Park, Ardcavan, Co. Wexford, Ireland.**

Pen Underwriting Ireland Limited
Ardcavan Business Park
Ardcavan
Wexford
Y35 FP8A

Phone: +353 53 916 7100
www.penunderwriting.ie

Pen Underwriting Ireland Limited is regulated by the Central Bank of Ireland. Pen Underwriting Commercial Motor is underwritten by Zurich Insurance Europe

Zurich Insurance Europe AG is authorised by the Federal Financial Supervisory Authority (BaFin) in Germany and is regulated by the Central Bank of Ireland for conduct of business rules.

Zurich Insurance Europe AG is registered in Frankfurt, Germany (registration number 133359) with its registered seat at Platz der Einheit 2, 60327, Frankfurt A.M.

Registered in Ireland as a branch (registration number 910127) with registered branch office at Zurich House, Frascati Road, Blackrock, Co. Dublin, A94X9Y3.

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