

**123.ie**

Give better a try



**123.ie  
Van  
Insurance**

## **Making a Claim**

Our aim is to get Your Vehicle back on the road as quickly as possible and as We believe that making a claim should be easy. Our claims assist teams are available 24 hours a day, 365 days a year to assist You with Your queries.

1. Phone Our claims first notification line within a reasonable time to notify them of Your claim. Our claims team will advise You what to do next and issue all appropriate documentation.
2. If You have Comprehensive cover, You can use Our recommended repairer network. If Your Vehicle cannot be driven or if it is disabled, they will tow Your Vehicle. This will safeguard the vehicle from any further damage from vandals or against theft of parts. Repairs can commence immediately. If Our recommended repairers are not used, obtain an estimate and advise Us immediately and We will appoint an assessor if necessary.
3. When repairs have been completed pay any contribution for which You may be responsible (The Excess) and then take delivery of Your Vehicle.

## **HELPFUL NUMBERS**

Claims	091 762 727
Approved Windscreen Glass Repairer	01 460 6900
Roadside Assist Helplines	ROI 01 832 8358 NI 00 353 1 832 8358

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**IMPORTANT:** The current Schedule shows the Sections of this Policy which apply.

## **Light Commercial Vehicle Insurance Policy**

Thank You for choosing 123.ie Insurance for Your Vehicle insurance needs. 123.ie Insurance policies are underwritten by Intact Insurance Ireland DAC. Intact Insurance Ireland DAC trading as Intact Insurance is regulated by the Central Bank of Ireland.

### **Important Notice**

We are pleased to provide You with the following information of which You should be aware before concluding a contract of insurance with Us.

Provided the premium has been paid by You We will provide insurance in accordance with the Policy cover indicated in the Schedule.

The Proposal Form signed by You / Statement of Fact and Declaration is the basis of the contract.

Your policy is in four parts:

- the Proposal Form / Statement of Fact and Declaration
- the Policy wording in this booklet
- the Schedule, which has Your details and the details of Your Vehicle
- the Certificate of Insurance.

Please read the entire Policy, Proposal Form / Statement of Fact, Schedule, the Certificate of Insurance and any other Endorsement or document which We may issue and inform Us immediately if there are any errors, or if You are not happy with the Policy.

It is advisable to keep all insurance documents in a safe place for future reference.

We are committed to offering the highest standard of service to all Our customers but, if You are not satisfied for any reason, please refer to the information below which outlines Your options.

## Customer Complaints Procedure

We are committed to providing Our customers with a high standard of service at all times. If You have a complaint in connection with the service or the details of Your Policy, please contact 123.ie. If You have a complaint in connection with perceived conflict of interest or treatment of a claim, please contact Our Customer Service team at:

The Complaints Manager,  
123.ie,  
PO Box 12123,  
Dublin 18

Phone: 01 5246000,  
Outside Ireland 00353 1 5246000  
Email: [complaints@123.ie](mailto:complaints@123.ie)  
Web: [www.123.ie](http://www.123.ie)

You may be eligible to bring Your complaint to the Financial Services and Pensions Ombudsman ("FSPO"), however a complaint must first be raised with Intact Insurance prior to proceeding to the FSPO as an Intact Insurance final Response letter to your complaint may be required to start the FSPO process:

Financial Services and Pensions Ombudsman Lincoln  
House  
Lincoln Place  
Dublin 2  
D02 VH29  
Tel: 01 567 7000  
Email: [info@fspoi.ie](mailto:info@fspoi.ie)

## Definitions

<b>We/Us/Our</b>	123.ie
<b>You/Your/Insured</b>	The person named as the Insured on the Certificate of Insurance
<b>Your Vehicle</b>	The vehicle that is identified on the current Certificate of Insurance issued to You, or any vehicle that We agree to temporarily transfer cover onto in place of the vehicle that is identified on the current Certificate of Insurance. The vehicle which is permanently insured under Your Policy must be owned by You or Your spouse/civil partner
<b>Certificate of Insurance</b>	This document is evidence of Your motor insurance contract with Us. It describes the vehicle covered under Your Policy, drivers who may drive Your Vehicle and the purposes for which the vehicle may be used. It also shows the Period of Cover
<b>Schedule</b>	This document shows the Sections of the Policy which apply and so describes the cover provided
<b>Period of Insurance</b>	The period for which We have accepted premium and issued a Certificate of Insurance
<b>Proposal Form</b>	The form signed by You and which describes You and details of Your Vehicle, drivers and all necessary information relevant to the cover requested
<b>Statement of Fact</b>	A record of information provided by You which describes You and any details of Your Vehicle and drivers. It contains the most up to date record We have of Your risk details, Your previous responses to specific questions, and or statements that You previously confirmed were true. We rely on these details when deciding to provide cover, calculating the premium and applying terms and conditions to Your Policy
<b>Excess</b>	The amount You must pay towards a claim for loss of or damage to Your Vehicle
<b>Road Traffic Acts</b>	The Road Traffic Acts of and from 1961, any amendments, replacements and subsequent related Statutory Instruments
<b>Person Whose Liability Is Covered</b>	a) You, The Insured b) Any person specified as a person whose liability is covered in the effective Certificate of Insurance c) Any passenger in, getting into or getting out of Your Vehicle (but not the driver or any person in charge of the vehicle for the purpose of driving) solely in respect of liability incurred under the Policy
<b>Pre-Accident Value</b>	The market value of Your Vehicle immediately before the incident but not exceeding any value declared to Us by You prior to any loss or damage
<b>Territorial Limits</b>	Unless otherwise stated the cover provided by this Policy is in respect of incidents occurring in the Republic of Ireland, Great Britain, Northern Ireland the Isle of Man or the Channel Islands (or in the course of transit by sea or tunnel between any ports therein)
<b>Light Commercial Vehicle (LCV)</b>	A Vehicle which has a gross vehicle weight or maximum authorised mass not exceeding 3.5 tonnes which can be legally driven by a Class B driving licence holder, excluding quad bikes, agricultural vehicles, private cars, and any Tool of Trade. The vehicle must be taxed in the Republic of Ireland as a commercial vehicle category N1
<b>Tool of Trade</b>	Any Vehicle, implement, machinery or device used for tipping, digging, scraping, grading, drilling, levelling, lifting, lowering, or supporting any object or person



## Understand the Policy

The Schedule and Certificate of Insurance form part of this Policy and should be read in conjunction with this booklet to ensure that the cover provided meets Your insurance needs.

The Sections covered under the Policy are shown on the Schedule.

The Policy sets out the extent of the cover and benefits provided. As with all insurance contracts there are Exceptions and Conditions which apply to the cover. The Policy also sets out Intact Insurance's and Your rights and responsibilities.

Definitions of terms commonly used in this Policy have been included to assist You. Any other word or expression to which a particular meaning is given will have the same meaning wherever it appears in this Policy. If there is anything You do not understand or require to be clarified, please contact 123.ie immediately.

The insurer that You have entered a contract with is 123.ie.

All monies which are or may become due under this Policy will, in accordance with Section 93 of the Insurance Act 1936, be payable and paid in the Republic of Ireland. All monies which become due under the contract shall be paid in Euro currency amounts unless otherwise agreed by Us.

Stamp duty has or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act, 1999 (as amended).

## Law applicable to Contract

Under relevant European and Irish Law, the parties to a proposed contract of insurance (We, Intact Insurance and You, the Insured) are free to choose the law applicable to that contract. We propose that Irish law will apply to this contract.

Communications between You and Us about this Policy will be in English.

You and We agree the following:

1. The Proposal Form / Statement of Fact, and the information and Declaration contained in this document, are part of this contract
2. We will, for any Period of Insurance for which We accept premium and issue a Schedule provide insurance subject to the Sections and General Exceptions and Conditions of this Policy for any accident, injury, loss or damage occurring in the Territorial Limits (unless otherwise stated)
3. Before We can make a payment under this Policy, the following conditions must be met:
  - The Insured, or any other person claiming indemnity, must, without exception, comply with the Sections and Conditions of this Policy
  - The Premium must have been paid
  - The statements and answers given in the Proposal Form/Statement of Fact and Declaration must be correct and complete to the best of Your knowledge and belief. Please read the Duty of Disclosure below for changes that need to be advised to Us.

## **Duty of Disclosure**

You are under a duty to answer all the questions that have been asked, honestly and with reasonable care and attention. These questions are material in determining if We can accept this risk, what terms are applied and what premium is charged.

If You do not answer these questions honestly and with reasonable care and attention, We may use the remedies available to Us under the Consumer Insurance Contracts Act 2019 (and any subsequent amending legislation) including the remedy to cancel the contract, reject a claim or to limit the amount We pay in the event of a claim.

Should any of these actions be taken against You, then You will be obliged to disclose this on any future request for cover or quotation, which may cause You difficulty in trying to purchase insurance elsewhere. Check the information carefully in Your Proposal Form/Statement of Fact. You should ensure this information is accurate and let Us know of any errors. If any of the information is incorrect, please contact 123.ie.

Please note that You are obliged to notify 123.ie immediately if any of the details provided by You to Us on your Statement of Fact/Proposal form change.



## **Section I Legal Liability to Third Parties**

### **I. Indemnity**

We will cover You or any Person Whose Liability Is Covered against legal liability for damages and claimants' costs for:

- a) Death or bodily Injury to any person
- b) Damage to property up to a limit of €6.5 million in the event of any accident caused by or through or in connection with:
  - i) Your vehicle
  - ii) A trailer or disabled mechanically propelled vehicle which is attached to or being towed by Your Vehicle as permitted by law
  - iii) Any detached single-axle trailer not exceeding one half tonne unladen weight but excluding caravans, mobile homes, trailer tents, boat trailers, and any trailer which incorporates machinery or other equipment

Provided that the person claiming indemnity (other than You, the Insured)

- i) is not entitled to indemnity under any other policy
- ii) has, as though they were the Insured, observed all of the Sections, General Exceptions and Conditions of the Policy.

### **2. Driving Other LCVs**

If item 5(b) is shown on the effective Certificate of Insurance We will cover You under this Section while You are driving any LCV with the owner's permission, providing:

- a) the LCV is not owned by You, Your spouse, Your employer or Your business partner;
- b) it is not hired to You, Your employer or Your business partner under a hire purchase agreement or a leasing agreement;
- c) it is not owned by or in the custody or control of a Motor Trade Business of which You are a member, director or employee;
- d) it is not a car, nor a motorcycle, nor a personal powered transporter, nor any vehicle other than a LCV;
- e) there is no other policy in force, whether You are the policyholder of that policy or not, that covers Your driving of the LCV You are driving under this Section;
- f) the LCV is insured under a current policy of insurance in the name of another person who is not Your spouse;
- g) You have the owner's permission to drive the other LCV;
- h) the LCV is registered, taxed and normally situated in the Republic of Ireland and is compliant with Road Traffic Acts and is the subject of a valid certificate of roadworthiness where so required by law;
- i) the LCV is not modified beyond the manufacturer's standard specification;
- j) You still own and insure Your Vehicle under this policy and Your Vehicle has not been damaged beyond economic repair.

### **3. Legal Personal Representatives**

If any person dies and they have incurred any liability which is covered under this Section We will cover their legal personal representatives subject to the Sections, Conditions and Exceptions of this Policy.

### **4. Special Provision in respect of United Kingdom use**

We will pay for emergency treatments as required by the Road Traffic Acts in respect of any incident arising while Your Vehicle is being used in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

### **5. Legal Costs**

If an incident occurs which gives rise to a claim under this Section We will pay

- a) the solicitors fee for representation at any Coroner's inquest in respect of any death
- b) the solicitors fee for defending any proceedings in a Court of Summary Jurisdiction

- c) the cost of legal services for defence in the event of proceedings being taken for manslaughter or dangerous driving causing death or serious bodily harm up to an amount of €5,000
- d) all other costs and expenses incurred with Our written consent up to €7.5 million.

## 6. EU Extension

We will provide cover under this Section while Your Vehicle is in any country within the European Union and any other country which is included by EU Directive (72/166/CEE Article 7).

The cover provided by this Sub Section complies with the compulsory insurance requirements of such countries or as required by the relevant Road Traffic Acts.

## Exceptions to Section I

We will not provide indemnity to any Person claiming under this Section I in respect of

- a) damage to any vehicle covered by this Policy or any property in or on the vehicle
- b) damage to property owned by or in the possession or custody or control of a Person Whose Liability is Covered
- c) any person claiming in respect of injury sustained while that person is a driver of or is in charge of a vehicle insured under this Policy for the purposes of driving
- d) any Person whose Liability is Covered unless the person holds a licence to drive the Insured Vehicle or has held and is not disqualified from holding or obtaining such a licence
- e) use of the vehicle in or on airports, aerodromes, airfields or military bases
- f) death, illness, bodily injury or damage to property directly or indirectly caused by or contributed to by or arising from
  - i) wrongful delivery or specification of the load of Your Vehicle
  - ii) seepage contamination or pollution of any kind by Your Vehicle or its load
  - iii) any defect in the load of Your Vehicle or its packaging
  - iv) application of chemicals or chemical fertilisers to land or vegetation
  - v) treatment commodities or services provided or supplied at or from the Vehicle
- g) death, illness, bodily injury to any person (employed by the person claiming to be indemnified under this Policy) arising out of and in the course of such person's employment except so far as is necessary to meet the requirements of the Road Traffic Acts
- h) death illness bodily injury or damage to property in connection with
  - i) the bringing of any load to Your Vehicle for loading thereon or
  - ii) the taking away of any load from Your Vehicle after unloading therefrom.

In this Section any reference to a vehicle includes any trailer attachment or other vehicle connected to the vehicle described in the current Certificate of Insurance.

## **Section 2 Loss of or damage to Your Vehicle by Fire or Theft**

We will pay for any loss of or damage to Your Vehicle and spare parts while they are in or on Your Vehicle caused by fire, lightning, explosion, theft or attempted theft. We will also pay You up to €1,000 towards replacing Your Vehicle's locks and alarm if the keys for it are stolen from Your home through force and violence or threatened violence.

### **Excess**

An Excess may apply to a claim under this Section. The amount of any Excess will be shown against this Section on the Schedule.

### **Section 3 Windscreen Damage**

We will pay for breakage or repair of glass in the windscreen and windows of Your Vehicle including any scratching of the bodywork directly resulting from such breakage, where the claim is processed through Our approved windscreen glass repairer.

If You wish to make a claim under this section, You must telephone 01 460 6900. All claims must be verified prior to any repair/replacement work being undertaken.

If You select an alternative repairer, the maximum that we will pay is €225.

A claim under this section will not affect Your entitlement to a No Claims Discount.

## **Section 4 Accidental Damage**

We will pay for accidental damage to Your Vehicle and spare parts while they are in or on Your Vehicle.

### **Excess**

An Excess will apply to any claim under this Section. The amount of this Excess is shown against this Section on the Schedule.

### **Clauses applicable to Sections 2, 3 and 4**

- a) If Your Vehicle is unrecovered, We may at Our option arrange or authorise replacement of Your Vehicle with a vehicle of the same manufacture, model, condition and year of manufacture.  
If Your Vehicle is damaged beyond economical repair, We may at Our option arrange or authorise repair of Your Vehicle.  
If We replace Your Vehicle under this Clause We shall become entitled to possession and ownership of that vehicle.
- b) If to Our knowledge Your Vehicle is the subject of a hire purchase leasing or contract hire agreement any payment shall be made in priority to the owner to the extent of the owner's legal entitlement.
- c) If Your Vehicle is disabled by any loss or damage covered under this Policy We will pay for the reasonable cost of its protection and its removal to the nearest Vehicle repairer. After repairs have been completed, We will also pay for the redelivery of Your Vehicle to Your address as stated on the Certificate of Insurance.
- d) We may ask You to place Your Vehicle in a safe place agreed by Us pending its repair or disposal.
- e) Our maximum payment for any loss or damage under Section 2,3 and 4 will be the Pre-Accident Value of Your Car immediately preceding the incident but will not exceed any value declared to Us prior to the loss.
- f) If any spare part is lost or damaged and We cannot get a replacement from stock in the Republic of Ireland We will pay the cost of this part as shown in the last price list issued by the manufacturer for use in the Republic of Ireland.
- g) If the damage to Your Vehicle is contributed to or caused by it being driven through or into flood, submerged road or any body of water the Excess applicable to any such claim will be twice the amount shown on the current Schedule.
- h) We will pay a fire authority, up to a limit of €1,000, in respect of reasonable charges for which You are legally liable under the Fire Services Act 1981 in respect of any incident giving rise to a valid claim under this Policy.

## Exceptions to Section 2, 3 and 4

We will not pay for

- a) loss of use, depreciation, wear and tear, mechanical, electrical, electronic, computer failures / breakdowns / breakages
- b) damage to tyres caused by the application of brakes or by road punctures, cuts, or bursts
- c) loss, destruction, or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- d) any loss or damage in respect of satellite navigation equipment or games consoles and equipment
- e) loss or damage to radio or mobile telephones, their component parts or ancillary equipment
- f) loss or damage to audio equipment unless permanently fitted to Your Vehicle as standard equipment by the manufacturer and included in the value of Your Vehicle declared to and accepted by Us
- g) replacement of locks of Your Vehicle where Your keys are stolen by deception or taken by a member of Your family who normally lives with You and You do not report the theft of keys immediately to the Gardai (You will need to provide written proof of this)
- h) theft and/or unauthorised taking of Your Vehicle where Your Vehicle was stolen by deception or taken by a member of Your family or any person who lives with You and You do not report the theft of Your Vehicle immediately to the Gardai (You will need to provide written proof of this)
- i) loss or damage due to theft or any attempted theft occurring while Your Vehicle is unlocked and/or the keys or locking device were in the ignition or stored in the vehicle
- j) any loss of or damage caused to Your Vehicle arising out of, or caused by, the use of
  - i) contaminated fuel or fluids
  - ii) incorrect fuel or fluids
  - iii) inappropriately treated fuel or fluids
- k) the cost of hiring another LCV
- l) the cost of parts in excess of the manufacturer's latest price guide as last published in the Republic of Ireland
- m) the part of the cost of any repair or replacement which improves Your Vehicle beyond its condition or value before the loss or damage occurred
- n) any loss or damage arising from the confiscation or destruction of Your Vehicle by or under order of any government, police authority, or public or local authority
- o) any loss or damage resulting to Your Vehicle caused by the taking and/or returning of it to the legal owner
- p) any loss or damage arising from any deliberate act by any Person Whose Liability is Covered
- q) any additional cost of importing spare parts or accessories from outside the European Union
- r) any loss or damage arising out of the operation of the Vehicle, or any machinery attached to it as a Tool of Trade
- s) any loss or damage resulting from its sinking, slipping, toppling, or overturning at any site where the Vehicle is located for the purpose of work where the Vehicle or trailer has a hydraulic tipping mechanism
- t) loss of or damage to skips, containers, sheets, ropes, chains, toggles, or dunnage
- u) any loss or damage to modifications of Your Vehicle, unless they form part of the manufacturer's standard vehicle specification

## Section 5 Additional Protection

Note: This cover applies to You if the cover You have chosen and paid for is COMPREHENSIVE.

### 1. Medical Expenses

We will refund medical expenses up to the sum of €100 per person, for You or the driver or any other occupant of Your Vehicle in connection with any bodily injury caused by violent accidental external and visible means in direct connection with Your Vehicle. The maximum We will pay in any one period of insurance is €1,000.

Any payment under this sub section will not affect Your No Claims Discount and no Excess will be deducted.

### 2. Personal Protection

If You or Your spouse or civil partner sustain an injury the benefits shown below will be paid provided the injury is sustained

- i) in direct connection with Your Vehicle or
- ii) while getting into or getting out of any other LCV or private car which does not belong to You (nor hired or lent to You under a hire purchase agreement)

by violent accidental external and visible means and independent of any other cause and provided the loss occurs within 12 months of the incident

- i) Death €25,000
- ii) Total and irrecoverable loss of sight of one or both eyes €25,000
- iii) Total loss by physical severance at or above the wrist or ankle of one or more limbs €25,000

Payment will be made only under one item shown above in respect of any one event. Our total liability will not exceed €25,000 in any one Period of Insurance in respect of each person. In the event of a payment in respect of death, the payment will be made to the personal legal representatives of the deceased.

### Exceptions

We will not pay under this sub section in respect of any death or injury

- a) arising out of suicide or attempted suicide
- b) if the person is travelling in a vehicle the driver of which has consumed alcohol and or drugs to a level in excess of that permitted by law or has been convicted or has had a fixed penalty imposed in connection with the incident in which the injury giving rise to the loss was sustained.

If the only claim under Your policy is in respect of payment under this sub section and for no other reason or loss Your No Claims Discount will not be affected, and no Excess will be deducted.

### 3. Fuel Decontamination

If the engine of Your Vehicle is damaged as a direct result of the use of incorrect fuel We will pay the cost of decontamination. The maximum amount which We will pay is €700. No payment will be made for replacement parts.

### 4. New Vehicle Replaced

If Your Vehicle is lost and not recovered, or damaged beyond economic repair, within twelve months of its first registration as new by You, We may in lieu of making a monetary payment, replace Your Vehicle with a new LCV of the same model and manufacture subject to availability.

If We replace Your Vehicle We shall become entitled to possession and ownership of the old vehicle. This cover is subject to there being a valid claim under Your Policy.



## Section 6 No Claims Discount (NCD)

A No Claims Discount (NCD) is a premium discount granted because You have had consecutive years of incident-free motor insurance in Your own name on this policy or another policy that this one replaces. Provided there are no claims that could affect it, Your NCD will increase each year, up to the maximum discount We allow on Our NCD scale. See scale below.

Claims free years	Stage of NCD	Percentage of NCD
0	0	0%
1	1	10%
2	2	20%
3	3	30%
4	4	40%
5	5	50%
5+	5	50%

If a claim arises during the Period of Insurance, the NCD to be applied to the next years renewal premium may be impacted. There are three variations of protection available to your NCD, as set out below. They are No NCD Protection, Step Back NCD Protection and Full NCD Protection.

The level of protection applying to Your Policy will be set out in Your Schedule. Please note that although Your NCD stage and equivalent discount may be protected, Your premium may increase due to the claims paid under Your policy or if We decide it necessary for any other reason.

### Section 6a No NCD Protection

Stage of NCD at Your last renewal	Stage of NCD at next renewal date if 6a only applies;	
	0 Claim	1 or more Claim(s)
0	1	0
1	2	0
2	3	0
3	4	0
4	5	0
5	5	0

### Section 6b Step Back NCD Protection

If a claim arises during the Period of Insurance the NCD to be applied to the next years renewal premium shall be reduced by the equivalent of three stages on Our scale.

If two or more claims arise during a single Period of Insurance the No Claim Discount shall reduce to nil in accordance with Section 6a.

Stage of NCD at Your last renewal	Stage of NCD at next renewal date if 6a and 6b applies;		
	0 Claim	1 Claim	2 Claims or more in a single Period of Insurance
0	1	0	0
1	2	0	0
2	3	0	0
3	4	0	0
4	5	1	0
5	5	2	0

## Section 6c Full NCD Protection - One Claim in 3 Years (Unlimited)

If a claim arises during the Period of Insurance, Your NCD will remain at the previous year's stage on the NCD scale.

If a second claim arises within a three-year period of the first claim, Your No Claim Discount will be stepped back in accordance with Section 6b.

If more than two claims arise within a three-year period of the first claim on Your current policy, Your No Claim Discount will reduce to nil in accordance with Section 6a.

Stage of NCD at Your last renewal	Stage of NCD at next renewal date if 6a,6b and 6c applies;			
	0 Claim	1 Claim	2nd claim within a 3-year period of 1 <sup>st</sup> claim	More than 2 claims within a 3-year period of 1 <sup>st</sup> claim
0	1	0	0	0
1	2	1	0	0
2	3	2	0	0
3	4	3	0	0
4	5	4	1	0
5	5	5	2	0

## Clauses Applicable to Section 6

- a) If a claim is notified to Us but not yet finalised during the preparation of the renewal terms of Your Policy the NCD will be reduced in accordance with subsection 6a, 6b or 6c whichever applies.  
If the claim is subsequently finalised without payment, We will retrospectively apply the NCD and will return any difference in premium to You.
- b) Claims made under the following Sections will not affect Your NCD
  - i) Section 1 sub section 4 - Special Provision in respect of United Kingdom use
  - ii) Section 2 Fire and Theft
  - iii) up to two claims under Section 3 Windscreen, provided Section 3 Windscreen applies to Your Policy
  - iv) Section 5 sub section 1 - Medical Expenses
  - v) Section 5 sub section 2 – Personal Protection, if the loss or damage is caused directly by fire, theft, or attempted theft
  - vi) an incident involving a third-party vehicle being driven by an uninsured driver where the identity of this driver is known, where an accidental damage claim is made.
  - vii) payment under Section 9 - Electric Vehicle Accessories.

## **Section 7 Overseas Protection**

If You use Your Vehicle outside the Territorial Limits of the Policy, the cover provided by Section 1 sub section 6 EU Extension will automatically apply.

### **Fire, Theft, Windscreen and Accidental Damage**

The cover You have bought under Sections 2, 3 and 4 will apply while Your Vehicle is in or being transported between ports in any Green Card Country for a single visit lasting up to a maximum of 31 days. If You claim for a risk We insure, We will also cover any costs You have as a result of being forced to pay customs duty.

You may request Us to extend the length of this cover by calling 123.ie and should We agree to extend the period of cover We may ask You to pay an additional premium.

A Green Card country is any country that is a member of the European Union or a country that has according to the Commission of the European Union made arrangements to meet Article 7 (2) of the EC Directive on insurance of civil liabilities arising from using motor vehicles (number 72/166/EEC) (as amended).

Please ensure that You bring Your Certificate of Insurance with You on any trip that You undertake.

## Section 8 Roadside Assist

The benefits set out here apply only to the island of Ireland. This Motor Breakdown Assistance cover applies to the Vehicle on Your Policy during the Period of Insurance with a gross Vehicle weight (GVW) limit of 3,500 kg \*.

Cover applies for Breakdown Assistance if the Insured Vehicle is immobilised as a result of an accident, electrical or mechanical breakdown, fire, theft or any attempt at theft, malicious damage, punctures that require assistance, lost keys, stolen keys, and keys broken in the lock or locked in the Insured Vehicle. The following benefits will be provided under this service:

- One hour's labour at the roadside if Your Vehicle can be repaired where it breaks down or has been damaged.
- Towing Your Vehicle to the nearest repairer or to a repairer of Your choice (\*Note: Maximum towing radius is 50 km and excludes Vehicles over 3,500 kg GVW).
- Somebody to assist you in the event of a breakdown at Your business address or at the home of any of Your drivers.

Should you require assistance, please contact the Roadside Assist Helpline on 00 353 1 8328358. When calling please have the following information available:

- The location of the breakdown.
- The registration number of the Insured Vehicle.
- The Policy number.
- A telephone number.
- A description of the problem.

Please note if you make Your own arrangements, you will not be reimbursed. Motor breakdown assistance is a 24-hour accident, emergency and breakdown recovery service. It is there to assist you in Your time of need. The choice of assistance supplied depends on the options available to the rescue provider at the time of the request for assistance. Please be aware that the cover provided will be at the discretion of the service provider as all options may not be available at all times.

## Conditions

1. No benefit shall be payable unless the service provider has been notified and have authorised assistance prior to availing of such benefit. First contact must be made via the roadside assist number provided.
2. The Policy number must be quoted when calling for assistance. Please note the service provider may ask for identification such as a driving licence or other relevant identification before providing assistance.
3. If the Policy is cancelled, no return of premium will be allowed in respect of the motor breakdown assistance portion of the premium if any.
4. No benefits will be provided outside the island of Ireland.
5. Vehicles eligible for assistance will be restricted to the Vehicle covered on Your Policy.
6. An authorised driver must be with the Insured Vehicle when the repairer arrives. If there is no one with the Insured Vehicle the repairer will be unable to provide assistance and any subsequent assistance will be at the Policyholders cost.
7. The service provider may refuse assistance in circumstances where a driver is clearly intoxicated.
8. If the repairer has to make a forced entry to the Insured Vehicle because the driver is locked out, the driver must sign a declaration, saying that the Policyholder will be responsible for any resulting damage.
9. Cover is not applicable if the Insured Vehicle has been modified for or is taking part in racing, trials or rallying.
10. The Insured Vehicle shall at all times be maintained in a good mechanical and roadworthy condition and be regularly serviced.
11. The service provider may decide that they cannot recover the Insured Vehicle if it has modifications to its wheel arches, front and rear bumpers or alterations to its suspension levels as it may be damaged during recovery.

## Exceptions

The service provider will not be liable:

1. For any liability or consequential loss arising from any act performed in the execution of the assistance services provided.
2. To pay for expenses, which are recoverable from any other source.
3. For any claim arising where the Insured Vehicle is carrying more passengers or towing a greater weight than that for which it was designed as stated in the manufacturer's specifications or arising directly out of the unreasonable driving of the Insured Vehicle on unsuitable terrain.
4. For any accident or breakdown brought about by an avoidable, wilful and deliberate act committed by an authorised driver of the Policyholder.
5. For the cost of repairing an Insured Vehicle other than outlined in Motor breakdown assistance.
6. For the cost of any parts, keys, lubricants, fluids or fuel required to restore the Insured Vehicle's mobility.
7. For any claim caused by fuels, mineral essences or other flammable materials, explosives or toxins transported in the Insured Vehicle.
8. Any costs or charges connected with the draining or other removal of fuel, lubricants, or other fluids where this is required as a result of the introduction of any inappropriate fuel, lubricants or other fluids to an Insured Vehicle.
9. For any breach of this section of the Policy or failure on the part of the service provider to perform any obligation as a result of extraordinary circumstances, government control, restrictions or prohibitions, or any other act or omission of any Public Authority (including Government) whether local, national or international, or the default of any supplier, agent or other person or of any labour disputes or difficulties or any other cause whatsoever where such cause is beyond the service providers control.
10. A claim for the completion of a journey.
11. For the cost of any specialist equipment required other than standard recovery vehicle.
12. For having the Insured Vehicle stored or guarded.
13. The recovery of a vehicle immobilised by means of a wheel clamp or similar device.
14. For providing any assistance if, in the opinion of the service provider, the driver is under the influence of alcohol or drugs or are abusive towards any person providing assistance.
15. For recovery of the Insured Vehicle if modifications to or customisation of it prevent it being recovered.

## **Section 9 Electric Vehicle Accessories**

### **9A Wall Charger**

We will pay for any loss caused by fire, theft, or attempted theft of Your wall charger for Your electric vehicle (EV) or plug-in hybrid electric vehicle (PHEV) model. If Your policy is comprehensive, We will also pay for any loss caused as a result of accidental damage.

The most We will pay for any loss under this Section is €500.

Excess does not apply to this Section.

A claim under this Section will not affect Your entitlement to a No Claims Discount.

### **9B Charging Cables**

We will pay for any loss caused by fire, theft, or attempted theft of Your charging cables for Your electric vehicle (EV) or plug-in hybrid electric vehicle (PHEV) model. If Your policy is comprehensive, We will also pay for any loss caused as a result of accidental damage.

The most We will pay for any loss under this Section is €300.

Excess does not apply to this Section.

A claim under this Section will not affect Your entitlement to a No Claims Discount.

## General Exceptions

(Applying to the whole Policy)

We will not be liable

1. in respect of any liability (in excess of the common law or any statutory liability applicable) under an agreement which would not have applied if the agreement did not exist.
2. in respect of any accident, injury, loss damage or liability arising while any vehicle for which Indemnity is provided under this Policy is;
  - a) being driven by or for the purposes of being driven is in the charge of any person not so permitted by the Certificate of Insurance;
  - b) being used for any purpose other than in accordance with the Limitations as to Use.
3. for any claim unless the person indemnified or (where applicable) the person driving:
  - a) holds a licence to drive the Insured motor vehicle and is compliant with any licensing authorities' restrictions regarding the driving of the vehicle;
  - b) has held and is not disqualified from holding or obtaining such licence;
  - c) is complying with the statements on the Proposal / Statement of Fact;
  - d) is named on the Certificate of Motor Insurance.
4. in respect of any loss of or damage to property, legal liability, expense, consequential loss or bodily injury (unless required to by the Road Traffic Acts) directly or indirectly caused by or arising from or contributed to by
  - 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
  - c) a riot or civil commotion unless You can prove that the loss, damage or injury was not caused by that riot or civil commotion
  - d) war, invasion, act of foreign enemy, hostilities or warlike operation (whether war is declared or not), civil war, rebellion revolution, insurrection or civil commotion assuming the proportions of or amounting to any uprising, military or usurped power
  - e) any act of terrorism including any action taken to control or prevent an act of terrorism. If You or any other Person, whose Liability is Covered alleges that this Policy covers an event that We have decided is not covered because of this Exception the onus will be on that person to prove that the event was not an act of terrorism. For the purpose of this Exception an act of terrorism means an act, including but not limited to the use of force or violence or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government or put the public or any of the public in fear
5. We will not pay for any loss, damage, cost or expenses arising, directly or indirectly, out of:
  - a) Loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a computer system, hardware, program, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results from deliberately or negligently transferring (electronic or otherwise) a computer programme that contains any damaging code including computer viruses, worms, logic bombs or Trojan Horses, whether Your property or not.
  - b) Loss or damage to any computer or electronically controlled equipment caused by its failing to recognise any date as the true calendar date.



## Conditions

(Applying to the whole Policy)

### 1. Other Insurance

If there is another insurance policy covering the same loss, damage or liability We shall not be liable to pay more than Our rateable proportion of any claim. We will not pay a share of any claim under Section I Sub Section I if there is another policy in force covering the liability of a person claiming indemnity.

### 2. Accident and Claims Procedure

- a) Full details of any accident loss or damage must be advised to Us within a reasonable time.
- b) All communications from other parties including notice of any prosecution or inquest must be advised or sent to Us immediately on receipt
- c) Unless We give Our written consent, no one will make any admission, offer or promise of payment under this Policy
- d) We have full discretion in conducting any defence or in the settlement of any claim and in prosecuting in Your name any claim for indemnity or damages
- e) You are required to provide Us with all information and assistance, including if We request it, the completion of an accident report or claim form.

### 3. Care of the Vehicle

- a) You must take all reasonable steps to safeguard Your Vehicle from loss or damage.
- b) You must maintain Your Vehicle in an efficient and roadworthy condition, including but not limited to, ensuring that it has sufficient lubricant and oil to operate as prescribed by the manufacturer.
- c) We have free access at all times to examine Your Vehicle.

### 4. Cancellation of Your Policy and Mid-Term Alterations

- a. Cancellation by Us  
The Policy may be cancelled by Us by sending 10 days' notice to You at Your last known address. If We cancel the Policy We will return the portion of the premium for the unexpired Period of Insurance.
- b. Cancellation by You  
The Policy may be cancelled by You at any time by providing written confirmation and returning the Certificate of Insurance to Us. Cover will cease from the date of receipt of Your instruction or the Certificate of Insurance whichever is the later. You are entitled to a refund of premium for any unexpired period of cover subject to Condition 4c).
- c. Cancellation Procedures  
No refund of premium will be made under either 4a) or 4b) above if the effective Certificate of Insurance has not been returned to and received by Us.  
We will deduct an amount in respect of fixed expenses from any return due to You following cancellation of this Policy under condition 4b).
- d. Mid Term Alteration  
Where any change to the cover provided by this Policy and agreed by Us results in an additional or return premium of less than €25 inclusive of the government levy, at the prevailing rate, We will not charge the additional nor rebate the return premium to You.

### 5. Your Duty

You or anyone acting on Your behalf must not act in any fraudulent way. We may provide details of any such fraud to the appropriate authorities, and this may result in prosecution.

- a. You are under a duty to answer all the questions that have been asked, honestly and with reasonable care and attention. These questions are material in determining if We can accept this risk, what terms are applied and what premium is charged.  
If You do not answer these questions honestly and with reasonable care and attention, We may use the remedies available to Us under the Consumer Insurance Contracts Act 2019 (and any subsequent amending legislation) including the remedy to cancel the contract, reject a claim or to limit the amount We pay in the event of a claim.
- b. Where a claim made by You contains information that is false or misleading in any material respect, We shall be entitled to refuse to pay the claim and shall be entitled to terminate the insurance

contact. Where We become aware that You have made a fraudulent claim We shall cancel the policy from the date of the submission of the fraudulent claim and refuse cover for any claim made after the date of the fraudulent act and We shall retain the premium paid.

Should We take any of these actions against You, in respect of either a) and/or b) above, then You will be obliged to disclose them on any future request for cover or quotation. These actions are considered as the application of terms and this enforced action by Us, may affect Your ability to get insurance cover in the future. It is recommended that You keep a record (including copies of letters) of all information supplied for the purpose of this insurance. In addition, when buying this Policy, You warrant and represent to Us that in respect of any information of any person which You provide to Us, You have the authority of that person to disclose such information to Us and for all the purposes set out in this form and to give the consents set out above on behalf of each such person.

## **6. Laws relating to Compulsory Insurance**

If We are obliged by the law of a country to make a payment under this Policy for which We would not otherwise be liable under this Policy, You will repay any amount paid.

## **7. Disclosure of Convictions, Offences or Penalty Points**

If You or any driver whose driving is covered by this Policy is convicted of any Criminal offence or any offence under the Road Traffic Acts or has had a fixed penalty imposed and the following information must be disclosed before the next renewal of the Policy:

- a) The type of offence(s)
- b) The penalty imposed including the number of any penalty points imposed
- c) The dates of the conviction(s) or penalty imposed
- d) The Driver Number printed on the licence of the driver on whom the penalty has been imposed.

If any offence occurring during the expiring Period of Insurance has not been included in the calculation of the renewal premium, We may at Our option treat such offence or penalty as having occurred in the Period of Insurance shown on the renewal invitation.

## **8. Cooling off Period**

You have the right to withdraw from this Policy provided

- a) there has been no claim made within 14 days of the starting date of cover or the date on which You receive the Policy documentation whichever is later
- b) the Certificate and Disc of Insurance issued to You have been returned to Us.

If You choose to exercise this right, it will mean that no Policy was ever in place and We will refund any premium paid. No claim may be made at a later date.

## **9. Alcohol or Drugs**

We will not be liable under this Policy except so far as is required by law, if as a result of any incident giving rise a claim the person driving is convicted of or has a fixed penalty imposed for any offence involving driving under the influence of alcohol or drugs. Where any payment has been made prior to the conviction or imposition of a penalty by a court for such offence, We reserve Our right to recover any payment from You.

## **10. Judgement in a Foreign Court**

We will not be liable for any proceedings or judgements made in any court outside the Republic of Ireland unless successful judgement is obtained in the court of a foreign country to which We have agreed to extend cover.

## **11. Economic, Financial or Trade Sanctions**

We shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this policy if and to the extent that doing so would breach any Prohibition.

If any Prohibition takes effect during the Period of Insurance You or We may cancel that part of this policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address.

If the whole or any part of this policy is cancelled We shall, if and to the extent that it does not breach any Prohibition, return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements.

For the purpose of this clause a Prohibition shall mean any prohibition or restriction imposed by law or regulation including but not limited to:

- Any prohibition or restriction under United Nations resolutions;
- Any prohibition or restriction under the trade and/or economic sanctions laws and/or regulations of Ireland, the United Kingdom, the European Union, the United States of America (including secondary sanctions) or any other jurisdiction relevant to the parties; and
- Any licence requirement and/or regulations in respect of transit and/or export control, under those laws and/or regulations, unless such licence or regulatory approval has been obtained prior to the activity commencing and We have approved the provision of insurance for the activity concerned.

## **Notes to Help You**

(Not forming part of the Policy)

### **Drivers**

No person other than those shown on the effective Certificate of Insurance should drive Your Vehicle. If You wish to include a driver or if You wish to change a driver, We may require a form to be completed in respect of the new driver showing that person's name, age and driving history.

An additional premium may be required.

Remember – no driver may drive Your Vehicle without a valid Certificate of Insurance.

### **Changing Your Vehicle**

We shall need to know the details of the vehicle.

An additional premium may be required.

### **Change of address**

Just give Us the details of Your new address and the date of the change.

An additional premium may be required.

Remember for all changes where You receive a new Certificate of Insurance and/or Insurance Disc, please return the old Certificate and Disc.

## **Help Us to help you**

At the time of an accident don't admit liability. Many people feel apologetic about accidents for which they are not responsible. Aggression by either party does not signify innocence either. Let Us deal with the liability issue.

Please make a note of the name, address and insurance information

(Company and policy number) of the other people involved. Make a note of the registration numbers and the positions of any other vehicles. Obtain the names of any witnesses and Gardaí involved.

Tell Us about the accident as soon as possible by calling Claims 091 762 727.

We do not require an accident report form to be completed in every case. However, We recommend that You draw a sketch which clearly shows the position of Your Vehicle before and immediately after the incident while the details are still fresh in Your mind.

We operate an Approved Repairer Network which may be able to provide You with assistance in relation to the damage to Your own LCV.

Please forward any communication received in relation to the accident to Us without delay.

## **What the Law requires in the case of an accident**

For Your guidance the following has been extracted from the 'Rules of the Road'.

- a) Any driver involved must stop his/her vehicle and keep it at the scene of the accident for a reasonable time. However, to avoid obstruction and danger to other road users, the positions of the vehicles should be marked and the vehicles moved off the actual carriageway as quickly as possible.
- b) Any driver must, if requested, give
  - i) Name and address.
  - ii) The name and address of the vehicle owner if different.
  - iii) The vehicle registration number.
  - iv) Evidence of the insurance to a Garda, or if no Garda is present to anyone present who was involved in or affected by the accident – in any other case the information must be given, if requested to an independent witness.
- c) If any person is injured as result of the accident, the accident must be reported to the nearest Garda station if no Garda is present at the scene of the accident.
- d) Where damage to property only is involved, it is not necessary to report the accident to a Garda Station provided the driver gives necessary particulars as b) above to the owner of the property.

If You are involved in an accident with a visiting motorist, report the accident to the Motor Insurance Bureau of Ireland, 5 Harbournmaster Place, IFSC, Dublin 1. Telephone 01 676 9944.

## **Important Notice**

You should never, under any circumstances, allow an uninsured driver i.e., a driver who is not named on Your Certificate of Insurance, to use Your vehicle. If You do, You will be personally liable for any accident that happens. If You are in any doubt on this issue or any other matter do not hesitate to contact 123.ie, who will assist You.

The logo for 123.ie, featuring the text '123.ie' in a bold, blue, sans-serif font inside a white rounded square.A red rectangular button with rounded corners containing the text 'Give better a try' in a white, sans-serif font.

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