

COMMERCIAL MOTOR INSURANCE

Policy Booklet



Making a claim

It is important to get you back on the road as quickly as possible. Our Claims Assist Team is available 24 hours a day, 365 days a year. Help is always just a phone call away.

1. Telephone the Claims Assist Team on 1890 200 123 (or 00353 1 290 1999 from outside the Republic of Ireland) with first notification of your claim. They will advise you what to do next and issue you with any documentation you will need.
2. If the cover is Comprehensive You can avail of our Approved Repairer Network. If, following an accident, the vehicle cannot be driven our Approved Repairer will tow it to their premises. This will safeguard the vehicle from further damage from vandals or against theft of parts. Repairs can start immediately. If the Approved 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 Excess for which You are responsible and then take delivery of Your Vehicle.

USEFUL PHONE NUMBERS

RSA Commercial Vehicle Breakdown Assistance:

Republic of Ireland	1800 277 177
Northern Ireland & UK	00 353 91 501 630

Claims Assist Team

Republic of Ireland	1890 200 123
Northern Ireland & UK	00 353 1 290 1999

Approved Windscreen Glass Repairer

Mr Windscreen	1850 512 345
All Glass	1890 201 212
Autoglass	1850 363 636

COMMERCIAL MOTOR INSURANCE POLICY

Thank you for choosing RSA Insurance Ireland Limited as your insurer.

We are delighted to have you as a customer and we look forward to insuring you for many years.

Please read the entire Policy, 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 informs you of the action you may take.

Complaints procedure

If you have any complaint about the insurance contract you should contact:

123.ie Paramount Court, Corrig Road, Sandyford, Dublin 18
Phone: 1890 231 123

If your complaint is not resolved to your satisfaction, you may contact the following organisations:

The Irish Insurance Federation's Insurance Information Service
39 Molesworth Street, Dublin 2
Phone: 01 676 1914
Fax: 01 676 1943
Email: iis@iif.ie
Website: www.iif.ie

This service can advise you on how to continue further or assist in resolving the complaint.

Contacting the Irish Insurance Federation will not affect your right to take legal action or to refer your complaint to the Financial Services Ombudsman's Bureau.

The Financial Services Ombudsman's Bureau,
3rd Floor, Lincoln House, Lincoln Place, Dublin 2
Phone: 01 662 0899
Fax: 01 662 0890
Lo-call: 1890 88 20 90
Email: enquiries@financialombudsman.ie
Website: www.financialombudsman.ie

You may only appeal a Financial Services Ombudsman's Bureau finding to the High Court. We will not bear any cost of any such appeal.

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

DEFINITIONS

We/us/our:	RSA Insurance Ireland Limited.
You/your/ the Insured	Whoever is named as the Insured on the effective Certificate of Insurance.
Certificate of Insurance:	This document is evidence of your insurance contract with us. It shows the registration number of the Insured Vehicle, who may drive it and the purposes for which it may be used. It also shows the Period of Insurance.
Schedule:	The Schedule forms part of the Policy. It shows the Sections of the Policy that apply and so describes the cover provided.
Period of Insurance:	The period for which we have accepted premium and issued a Certificate of Insurance.
Statement of Fact	A record of the information provided by or on behalf of the Insured which describes the Insured, detail of the vehicle, drivers and any other Material Information relevant to the cover requested.
Excess:	The amount of any claim which for which the Insured is responsible and must pay towards any claim.
Accessory/ Accessories	Items that are optional additions to the Insured Vehicle produced by the manufacturer of, and which are permanently fitted to, the vehicle.
Road Traffic Acts:	The Road Traffic Acts of and from 1961, any amendments, replacements and subsequent related Statutory Instruments or Regulations.
Persons whose Liability is Covered	a) You, the Insured b) Any person specified as a person whose liability is covered in the effective Certificate of Insurance c) Any passenger getting into or out of the Insured Vehicle d) The legal personal representatives of any of the above in the event of their death Solely in respect of liability incurred under the Policy.
Material Fact/ Information:	Any information or detail relating to this insurance which would affect the premium or cover under this Policy.

Insured Vehicle:	The vehicle belonging to the Insured, the registration number of which is shown on the effective Certificate of Insurance.
Territorial Limits:	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).
Tools:	Any implement, instrument, or utensil designed to be held in the hand but excluding anything operated by means of a liquid or gas under pressure or controlled by logic chip or similar or any device or specialist instrument or equipment or any component part or accessory thereof or any protective or specialist clothing or apparel.

UNDERSTANDING 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 requirements.

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 our, and your, rights and responsibilities.

Definitions of words or phrases commonly used in the Policy have been included to assist. Any other word or expression to which a particular meaning is given will have the same meaning wherever it appears.

If there is anything you do not understand or require to be clarified, please contact the intermediary with whom you arranged the Policy immediately on 1890 231 123.

The insurer that you have entered a contract with is RSA Insurance Ireland Limited.

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, RSA 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 Statement of Fact and the information and Declaration contained in this Statement is part of this contract.
2. We will, for any Period of Insurance for which we accept premium and issue a Schedule and provide insurance subject to the Terms and 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 comply with the Terms and Conditions of this Policy and no Exceptions apply
 - The Premium must have been paid
 - The statements and answers given in the Statement of Fact and Declaration must be correct and complete to the best of the Insured's knowledge and belief. Any change in Material Information must have been notified to, received and accepted by us.

Duty of Disclosure

The information provided by the Insured is shown in the Statement of Fact. Please check this Statement to ensure that all of the information is accurate. If there are any errors please contact us or the intermediary who has arranged this Policy on your behalf immediately.

Your attention is drawn in particular to Condition 1 of this Policy. The cover granted and the premium calculated are based on the information provided by the Insured. We must be told immediately of any change in the risk which materially affects this insurance. Failure to disclose all Material Information could invalidate the cover or result in the rejection of a claim.

Misrepresentation or non disclosure of a Material Fact in order to obtain insurance may be considered fraud. We may provide details of any such fraud to the appropriate authorities and this may result in prosecution.

Signed on behalf of the Insurer



Philip A Smith
Chief Executive Officer
RSA Insurance Ireland Limited

Section I

Legal Liability to Others

1. Indemnity to the Insured

- a) We will cover any Person Whose Liability is Covered against legal liability for damages and claimants costs and expenses in respect of
 - Death or injury to any person
 - Damage do property up to a limit of €1,250,000
 in respect of any incident giving rise to a valid claim under this Policy caused by or in connection with the Insured Vehicle.
- b) We will also pay in respect of any incident which may be the subject of a valid claim under this Section for
 - i) Representation at any Coroners Inquest or fatal injury inquiry or Court of Summary Jurisdiction
 - ii) Legal costs incurred with our permission under this Section with our consent up to a limit of €7,500,000
 - iii) The cost of defence up to €1,000 against a charge of manslaughter or causing death by reckless or dangerous driving.

2. Use within the European Union (EU)

We will provide indemnity while the Insured 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 under this Sub Section provides the minimum cover required by the laws relating to compulsory insurance requirements of such countries.

3. Emergency Treatment fees

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

4. Towing disabled vehicles or trailers

We will provide indemnity under this Section I while the Insured Vehicle is being used for the purpose of towing any one disabled mechanically-propelled vehicle or any trailer
Provided that

- a) We have agreed in writing to provide this cover
- b) The vehicle or trailer is not being towed for reward (unless permitted by the effective Certificate of Insurance)
- c) We are not liable for any damage to the towed vehicle or trailer or any property being conveyed therein
- d) Use of the Insured Vehicle for this purpose is not excluded by the effective Certificate of Insurance
- e) The towing of the trailer or vehicle is not unlawful.

5. Fire Brigade and Emergency Service Fees

We will pay to a fire authority any reasonable fee for which the Insured is legally liable in respect of any incident giving rise to a valid claim under this Policy.

Our maximum payment under this Policy will be €1,000 in total. Any payment made under this Section 1 will be deducted from any claim made for the same incident under Sections 2 or 4.

Exceptions to Section 1

We will not be liable except so far as is necessary to meet the requirements of the Road Traffic Acts

- a) to indemnify any person
 - i) entitled to indemnity under any other Policy
 - ii) unless that person observes and fulfils and is subject to the Terms Exceptions and Conditions of this Policy in so far as they may apply
- b) in respect of death illness or bodily injury to any person
 - i) arising out of or in the course of employment by the person claiming indemnity under this Section
 - ii) employed by the Insured where such death, illness or bodily injury arises out of or in the course of that employment
 - iii) operating or driving the Insured Vehicle or is in charge of the Insured Vehicle for the purposes of driving
- c) in respect of any damage to property belong to or in the custody or control of the Insured or any person claiming indemnity under this Section
- d) in respect of damage to any vehicle or trailer in connection with which indemnity is provided by this Section or to anything in or on the vehicle or trailer
- e) in respect of 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 the Insured Vehicle
 - ii) seepage contamination or pollution of any kind by the Insured Vehicle or its load
 - iii) any defect in the load of the Insured 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 Insured Vehicle
- f) in respect of the death illness injury or damage to property in connection with the bringing of any load to or the taking of any load from the Insured Vehicle for the purposes of loading or unloading
- g) in respect of damage to aircraft at any airport or airfield
- h) in respect of any liability incurred by the Insured arising out of the operation as a tool of any part of the Insured Vehicle or of plant forming part of or attached to the Insured Vehicle
- i) in respect of any damage to any bridge viaduct or weighbridge or to any road or anything beneath by vibration or by the weight or load of the Insured Vehicle.

Section 2

Loss of or damage to the Insured Vehicle by fire or theft

We will pay for loss or damage to the Insured Vehicle (and any of its Accessories and spare parts while thereon) by fire theft or attempted theft.

Excess

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

Section 3

Windscreen Damage

We will pay for

- a) the cost of repair of glass in the windscreen of the Insured Vehicle
No Excess applies in respect of any payment made under this Sub Section
- b) the cost of replacement of glass in the windscreen or windows of the Insured Vehicle
up to a maximum of €400

Provided that any repair or replacement is carried out by a repairer approved by us.

If you select an alternative repairer the maximum amount that we will pay is €225

Excess

An Excess will apply to any payment in respect of replacement of the windscreen under Sub Section 3b. This amount is specified against Section 3 on the Schedule.

Section 4

Accidental Damage

We will pay for loss of or damage to the Insured Vehicle (and its Accessories and spare parts while thereon) by accidental causes.

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 and 4

- a) If the Insured Vehicle is lost or in our opinion is beyond economical repair we may at our option arrange or authorise either
 - i) repair of the Insured Vehicle
or
 - ii) replacement of the Insured Vehicle with a vehicle of the same manufacture, model, condition and year of manufacture. If we replace the Insured Vehicle under this Clause we shall become entitled to possession and ownership of the Insured Vehicle
- b) If to our knowledge the Insured 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 extend of the owner's legal entitlement
- c) If the Insured Vehicle is disabled and the cause is covered under this Policy we will pay the reasonable cost of protection and removal of the vehicle to the nearest agreed competent repairer and for re-delivery after repair to the Insured's address as stated in the effective Certificate of Insurance
- d) We may at our option require the Insured to place the Insured Vehicle in a safe place of storage designated by us pending its repair or disposal
- e) Our maximum payment for any loss or damage under Section 2 or 4 will be the market value of the Insured Vehicle 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) We will pay a fire authority any reasonable charge for which the Insured is legally liable under the Fire Services Act 1981 in respect of any incident giving rise to a valid claim under this Policy
Our maximum payment under this Policy will be €1,000 in total. Any payment made under Sections 2 or 4 will be deducted from any claim made for the same incident under Section 1
- h) if the damage to the Insured Vehicle is contributed to or caused by the Insured Vehicle 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 Schedule.

Exceptions to Section 2, 3 and 4

We will not be liable for

- a) loss of use, depreciation, wear and tear, mechanical, electrical, electronic or computer failures or breakdowns or breakages
- b) damage to tyres by application of brakes or by road punctures cuts or bursts
- c) loss or destruction or damage by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
- e) that part of the cost of any repair or replacement that improves the Insured Vehicle beyond its condition before the loss or damage occurred
- d) any reduction in the market value of the Insured Vehicle
- f) any loss or damage in respect of radio telephones, mobile telephones, Satellite Navigation equipment, audio visual equipment or Games consoles and ancillary equipment or component parts
- g) theft and/or unauthorised taking of the Insured Vehicle by any member of the Insured's family, an employee of the Insured or a family member of any employee
- h) loss or damage due to theft or any attempted theft of the Insured Vehicle if the vehicle is unlocked or while the keys or locking device is in or on or about the Insured Vehicle
- i) replacement of locks or reprogramming of locking devices of the Insured Vehicle following loss of, damage to or theft of keys or locking devices which occurs without the theft of the Insured Vehicle
- j) loss or damage to the engine or fuel systems of the Insured Vehicle caused by contamination by or use of incorrect fuels other than the direct cost of decontamination of the engine. Our maximum payment in respect of decontamination of the engine will be €700 and no payment will be made in respect of the replacement of parts
- k) loss or damage to the engine or fuel systems of the Insured Vehicle caused by lack of lubricant or oil
- l) loss or damage to skips, containers, sheets, ropes, chains, toggles or dunnage
- m) loss of or damage to the Insured Vehicle, or any plant forming part of or attached to the Insured Vehicle, operating as a tool
- n) loss or damage arising out of or in connection with the Insured Vehicle or any plant forming part of or attached to it operating as a tool
- o) loss or damage of the Insured Vehicle as a result of deception or any fraudulent action by a purported purchaser or his or her agent.

Section 5

Additional Benefits

A Personal Accident

If a driver of the Insured Vehicle sustains an injury we will pay to the driver (or his or her personal legal representatives) the following benefits provided that the injury is sustained

- a) in direct connection with the Insured Vehicle
- b) by violent accidental external and visible means and independent of any other cause and within six calendar months of the incident results in
 - i. death €10,000
 - ii. total and irrecoverable loss of the sight of one or both eyes €10,000
 - iii. total loss by physical severance of a limb at or above the wrist or ankle €10,000

Our total payment in respect of any one accident will not exceed €10,000.

Exceptions

No payment will be made in respect of any injury

- a) arising directly or indirectly out of suicide or attempted suicide
- b) if the person claiming has consumed alcohol and/or drugs or is travelling in a vehicle the driver of which has consumed alcohol and/or drugs to a level in excess of that permitted by the Road Traffic Acts or is convicted or has had a fixed penalty imposed (in connection with the incident in which the injury is sustained) under Section 49 the Road Traffic Acts.

B Tools

We will pay for loss of or damage to Tools while in the Insured Vehicle by fire, theft, attempted theft or accident provided that

- a) the tools are used in connection with the Insured's occupation as declared to and accepted by us
- b) at the time of any theft or attempted theft the Insured Vehicle is locked and the tools are concealed from sight
- c) our total payment in respect of any one incident will be €1,000.

Exceptions

We will not pay for any loss or damage to

- a) money, stamps, tickets, documents or securities
- b) clothing, personal or other effects
- c) goods or samples carried in connection with any trade or business.

Section 6

No Claims Discount

Provided no transfer of interest in this Policy has occurred and no claim has arisen during the Period of Insurance the renewal premium will be reduced by a No Claims Discount based on our 5 year scale.

If a claim arises during the Period of Insurance the No Claims Discount shall be reduced in accordance with Sub Section 6a) or 6b) whichever is shown on the Schedule

- a) If a claim arises during the Period of Insurance any No Claims Discount applying from the next renewal will be reduced to Nil
- b) If a claim arises during the Period of Insurance the No Claims Discount applying from the next renewal will be reduced by the equivalent of 3 years on our discount scale
If two or more claims occur during a single Period of Insurance the discount will be reduced to Nil.

Any payment under the following Sections of this Policy will not affect the No Claims Discount under 6a) or 6b)

Sub Section 3 of Section 1 – Emergency Treatment Fees
Section 3 Windscreen.

Clauses applying to Section 6

If at the time of calculation of the No Claims Discount shown on the renewal invitation

- i) an event or claim has not been finalised the discount will be reduced in accordance with Section 6a) or 6b) whichever applies. If the claim is subsequently finalised without payment we will retrospectively apply the No Claims Discount and will return any difference in premium to the Insured
- ii) any claim has been disregarded we may at our option treat such claim as having arisen during the Period of Insurance shown in the renewal invitation.

Section 7

Breakdown Assistance

We will indemnify the Insured in respect of assistance service provided by a vehicle rescue operator who has been approved and contracted to us for the services described in this Section.

The cover provided under this Section is in respect of occurrences in the Republic of Ireland, Northern Ireland and the United Kingdom.

If the Insured Vehicle is immobilised as a result of a mechanical or electrical breakdown, fire, malicious damage, punctures that require assistance to fix or replace a wheel, lost or stolen keys, or keys broken in the lock or locked in the Insured Vehicle the vehicle rescue operator will provide on our behalf.

A Breakdown Assistance

- a) A vehicle rescue operator to attend the scene of the breakdown
- b) One hour free labour at the roadside if the repair can be made in situ
- c) If the repair cannot be completed in situ the vehicle rescue operator will pay for towing for up to 30 miles from the breakdown site.

B Completion of Journey

If the repairs cannot be completed and the Insured Vehicle is broken down away from home the vehicle rescue operator may arrange but will not pay for

- a) onward transportation
- b) Accommodation for the Insured and Passengers.

C Message Relay

The vehicle rescue operator will pass on two urgent messages on behalf of the Insured or the driver.

Clauses applicable to Section 7

- a) for the purposes of this Section
 - i) Passengers are all non-fare paying passengers (excluding hitchhikers) being transported by the Insured Vehicle at the time assistance is required
 - ii) the Insured Vehicle is a commercial vehicle under 5 tonnes laden weight which is 10 years or under at the commencement of the Period of Insurance provided such vehicle is covered under this Policy at the time that assistance is required.
- b) The maximum number of assistances covered under this Policy is 3 breakdowns in any Period of Insurance
- c) The assistance supplied is subject to the options available to the vehicle rescue operator at the time of the assistance.
- d) No benefit will be payable unless the vehicle rescue operator has been notified and has authorised assistance via the emergency telephone number provided

- e) In the event of theft of the Insured Vehicle the theft must be reported to a police station before any benefit can apply
- f) Vehicles not covered by the effective Certificate of Insurance will not be eligible for assistance under this Section
- g) If the Insured or a driver named on this Policy is not with the Insured Vehicle and our repairer cannot assist no payment or benefit will be made under this Section
- h) The vehicle rescue operator may refuse assistance in circumstances where the Insured Vehicle is in an un-accessible off road location or cannot be transported safely or legally or without hindrance using standard equipment or transporter
- i) In the event that assistance is required to provide access to the vehicle where the driver is locked out the vehicle neither we nor the vehicle rescue operator will be liable in respect of any damage caused. The driver will be required to sign a declaration to this effect
- j) The vehicle rescue operator may not provide assistance where the vehicle to be recovered has had modifications to wheel arches, front and rear bumpers or alterations to suspension levels
- k) we may refuse assistance in circumstances where a driver is clearly intoxicated
- l) We will not be liable for the cost of assistance for any recurring fault if a permanent repair to correct the fault is required and this has not been undertaken within 28 days of the original assistance
- m) if you request assistance and cancel this request you will not be eligible for assistance for the same breakdown or fault
- n) we will not recover or assist a vehicle carrying a commercial load. You or your driver will be responsible for arranging alternative transport for the commercial load in the event that the Insured Vehicle must be towed as part of the assistance provided by the vehicle rescue operator.

Exceptions to Section 7

We will not pay for

- a) Any liability or consequential loss or loss of earnings arising from any act performed in execution of the assistance services provided
- b) Any expenses recoverable from any other source
- c) Any claim arising where the Insured Vehicle is carrying more occupants or carrying or towing a greater weight than that for which it is designed as stated in the manufacturers specifications or arising directly out of the unreasonable driving or use of the Insured Vehicle
- d) Any cost of repair of the car other than outlined in A Breakdown Assistance
- e) any parts, keys, lubricants, fluids, or fuel required to restore the Insured Vehicle to mobility
- f) any claim for loss, injury or damage caused by fuels, mineral essences or other flammable materials, explosives or toxins transported in the Insured Vehicle
- g) the cost of any assistance or repair made by the Insured other than via RSA Commercial Vehicle Breakdown Assistance
- i) any loss or damage to the contents of the Insured Vehicle

- j) any assistance for or cost of repair for punctures where no serviceable spare wheel or tyre is available.

What to do?

If assistance is required telephone the RSA Commercial Vehicle Breakdown Assistance:

Republic of Ireland	1800 277 177
Northern Ireland & UK	00 353 91 501 630

Please have the following information available when making the call:

- The exact location and registration number of the Insured Vehicle
- The policy number
- The drivers contact telephone number
- A description of the problem

The rescue vehicle operator is responsible only for the cost of providing benefits available through RSA Commercial Vehicle Breakdown Assistance.

If you make your own arrangements you will not be reimbursed.

Section 8

Trailers

A Accidental Damage Fire and Theft Trailer Cover

The cover provided by Section 2 or 4 if shown on the Schedule is extended to any trailer while attached to the Insured Vehicle or while temporarily detached in the following circumstances

- a) it is attended by the Insured or an employee of the Insured
- b) is necessarily detached following an accident involving the Insured Vehicle
- c) on premises occupied by the Insured
- d) in the custody of a member of the Motor Trade for the purposes of repair or testing of the trailer
- e) in the custody of the Garda Síochána or other Public Authority for official testing and for no other reason

Provided that

- i) the trailer description and identification mark has been advised to and cover has been agreed in writing by us
- ii) the trailer is being used in accordance with the effective Certificate of Insurance
- iii) cover will not apply while any such trailer is attached to (or temporarily detached from) any vehicle not insured by this Policy
- iv) any claim under this Sub Section is subject to the Excess shown on the Schedule against Section 2 or Section 4 whichever applies
- v) If a valid claim arises while such trailer is attached to the Insured Vehicle the vehicle and the trailer shall be considered as a single unit for the purposes of payment and one Excess amount will be deducted.

B Uncoupled Trailer Cover – Specified

The cover provided by Section 1 Liability to Third Parties is extended in respect of the use of any trailer owned by or in the custody or control of the Insured while uncoupled from the Insured Vehicle but only as far as is necessary to meet the requirements of the Road Traffic Acts.

Cover provided by this Sub Section only applies if we have agreed and confirmed the cover in writing.

C Uncoupled Trailer Cover – Unspecified

The cover provided by Section I Liability to Third Parties is extended in respect of the use of any trailer owned by or in the custody or control of the Insured while uncoupled from the Insured Vehicle but only as far as is necessary to meet the requirements of the Road Traffic Acts and provided that the unladen weight of the trailer is less than 1 tonne.

Cover provided by this Sub Section only applies if we have agreed and confirmed the cover in writing.

Section 9 Endorsements

The attached Endorsements shall apply subject otherwise to the Terms Exceptions and Conditions of the Policy

General Exceptions

We will not be liable

1. in respect of any claim arising while the Insured Vehicle is being driven by or is in the charge of any person for the purposes of driving unless the Insured has taken reasonable steps to ensure that such person holds a valid licence to drive the Insured Vehicle and has not been disqualified from holding or obtaining a licence
2. in respect of any claim arising while the vehicle is being
 - a) driven by or is in the charge of any person for the purposes of driving by any person whose driving is not covered
 - b) used otherwise than in accordance with the Limitations as to Use on the effective Certificate of Insurance
3. in respect of any liability (in excess of common law or statutory liability) undertaken under any other agreement or contract
4. in respect of any loss of or damage to property, legal liability, expense, consequential loss or bodily injury (unless required 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 any hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - c) war, invasion, act of foreign enemy, hostilities or warlike operation (whether or not war is declared), civil war, rebellion, revolution, insurrection, riot or civil commotion
 - d) any act of terrorism for the purposes of this Exception an act of terrorism means an act, including but not limited to use or threat of force or violence by any person or group whether acting alone or on behalf of or in connection with any organisation or government 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
 - f) any action in controlling, suppressing or in any way related to c) or d)
5. any claim directly or indirectly resulting from
 - a) the harmful effect of the load
 - b) negligence in the delivery of any load
 - c) the provision of harmful treatment food or drink
6. Computer faults and Viruses
 In respect of any loss damage breakage or destruction to any property or consequential loss or liability directly or indirectly caused by or contributed to by or arising from
 - a) The failure or inability of any electronic equipment to
 - i) Correctly recognise any data or
 - ii) Correctly capture save retain manipulate interpret or process any data information data command or instruction whether or not such had been programmed into such equipment
 - iii) Interruption of or interference with data in electronic equipment resulting in the loss destruction or corrupted transmission or corruption of data

- b) The transmission or impact of any Virus, Worm, Logic Bomb, Trojan Horse or the like
- c) Unauthorised access to a system or data

For the purpose of this Exception data means information represented or stored electronically including but not limited to code series of instructions operation systems software programs and firmware.

CONDITIONS

1. The Insured's Duty

The Insured or any one acting on the Insured's 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) Material Information

The information supplied by or on behalf of the Insured is the basis of this contract of Insurance. All information must be true. Cover may not operate if any Material Information has been withheld or is inaccurate or misleading.

We reserve the right to reassess cover and premium following notification of any Material Information.

Failure to disclose all Material Information may result in a claim being rejected, claim payment being reduced or the Policy being invalid.

b) Fraudulent Claims

If any claim is made by the Insured or by anyone acting on the Insured's behalf which is in any way false, exaggerated or fraudulent any benefit or protection and all rights under this Policy will be forfeited. This may include refusal to pay any current or future claims, cancellation of the Policy and we reserve the right to recover payments and all costs relating to any claim already paid.

2. Care of the Vehicle

The Insured must take all reasonable steps to safeguard the Insured Vehicle from loss or damage and maintain it in an efficient and roadworthy condition. We will have free access to at all times to examine the Insured Vehicle.

3. Claims Procedure

- a) Full details of any incident loss or damage, including any notice of prosecution or inquest must be sent to us immediately
- b) All communications from any other parties must be advised to or sent to us immediately upon 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 the Insured's name any claim for indemnity or damages
- e) The Insured is required to provide us with all information and assistance, including if we request it, the completion of an accident report or claim form.

4. Other Insurance

If there is another insurance Policy covering the same loss, damage or liability we will not be liable to pay more than our rateable proportion of any claim.

This Condition does not apply to Subs Section A of Section 5 – Personal Accident

5. Cancellation

The Policy may be cancelled

- a) By us by sending 10 days notice to the Insured at the last known address. If we cancel the Policy we will return the portion of the premium for the unexpired Period of Insurance
- b) By the Insured at any time by providing written confirmation and returning the Certificate of Insurance to us. Cover will cease from the date of receipt of the Insured's instruction or the Certificate of Insurance whichever is the later. Provided there has been no claim during the Period of Insurance we will refund the premium paid less an amount calculated at our Short Period Rates.

If the Policy is cancelled within	Proportion of the premium we will refund
First 14 days	Refer to Condition 9 Cooling Off Period
1st month	return 80%
2nd month	return 70%
3rd month	return 60%
4th month	return 50%
5th month	return 40%
6th month	return 30%
7th month	return 20%
8th month	return 10%
9th month or later	no refund

No refund of premium will be made under either Condition 5a or 5b if the effective Certificate of Insurance has not been returned to and received by us.

6. Mid Term Alterations

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 levy we will not charge the additional or rebate the return premium to the Insured. This Condition also applies to any refund of premium due for cancellation of the Policy under Condition 5.

7. 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 the Insured will repay any amount paid.

8. Disclosure of Convictions, Offences or Penalty Points

If the Insured 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, these are Material Facts 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 Numbers printed on the licence of the driver on whom the penalty has been imposed.

If any offence has occurred during the expiring Period of Insurance has been disregarded 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.

9. Cooling off Period

The Insured has 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 full terms and Conditions of the Policy whichever is later
- b) the Certificate and Disc of Insurance issued to you have been returned to us.

If the Insured chooses 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.

10. Drink 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 the Insured.

11. 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 unless we have agreed to extend cover.

IMPORTANT INFORMATION

Change of risk

Drivers

If you wish to include a driver not permitted by the Certificate of Insurance or if you wish to change a driver we may require a form to be completed in respect of the new driver showing details of that person including their name, age and driving history. An additional premium may be required.

Remember - no driver may drive your vehicle until we have confirmed cover. To remove a driver from your Policy you must first return the effective Certificate of Insurance.

Change of Vehicle

We shall need to know

- Make and exact model and body type
- Year of make
- Estimate of present value
- Gross Vehicle Weight
- Registration number
- Date of purchase
- Whether the vehicle has been modified
- Date insurance of current vehicle is to cease

Remember - you must not drive the vehicle on the road until you have a new Certificate of Insurance and Insurance Disc.

Change of address

Just give us details of the new address and the date of the change.

Remember for all changes where you receive a new Certificate of Insurance and/or Insurance Disc to return the old Certificate of Insurance and/or Insurance Disc.

What to do if there is an accident

- At the time of the accident don't admit liability.
- Please make a note of the name, address and insurance information (company & policy number) of the other people involved.
- Make a note of the registration numbers and positions of any vehicles.
- Obtain names of any witnesses and Gardai involved.
- Tell us about the accident as soon as possible by calling **1890 200 123**
- Please forward any communication received to us without delay.

We operate a Recommended Repairer Network which may be able to provide assistance in relation to the damage to the vehicle.

What the law requires in the case of an accident

For your guidance paragraphs a) to d) below are extracted from the 'Rules of the Road'.

- 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.

- Any driver must, if requested, give
 - his/her name and address
 - the name and address of the vehicle owner
 - the vehicle registration number
 - evidence of 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.

- Where a person or persons are injured, the accident must be reported at the nearest convenient Garda Station if no Garda is present at the scene of the accident.
- Where damage to property only is involved it is not necessary to report the accident at a Garda Station provided the driver gives necessary particulars as above to the person whose property has been damaged.

If you are involved in an accident with a visiting motorist, report the accident to the Motor Insurers Bureau of Ireland, 39 Molesworth Street, Dublin 2. Telephone: (01) 676 9944.



Registered Office:
RSA House
Dundrum Town Centre
Sandyford
Dublin 16
Tel: 1890 231 123
Email: info@123.ie
www.123.ie

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