YOUR COMMERCIAL VEHICLE INSURANCE **POLICY BOOKLET**

(FOR COMMERCIAL AND SPECIAL VEHICLE TYPES)

SUPPORT.
IT'S WHAT WE DO.

FBD INSURANCE

FBD Insurance plc is regulated by the Central Bank of Ireland.

fbd.ie

Helpful notes and contact details

- Your policy is underwritten by FBD Insurance plc. Throughout this policy booklet, FBD Insurance plc is referred to as 'we', 'us' and 'our'.
- You should read this policy booklet together with your schedule and certificate. Your schedule and certificate will record your insurance cover and detail any changes or additions to the policy terms that apply to you.

Claims service	To let us know about a claim, contact us on **0818 18 18 18**. Our dedicated claims service is available to help you 24 hours a day, 365 days a year. It is important to let us know as soon as you become aware of any event, which could lead to a claim. Do this before making any repairs. Our claims service will make the process as easy as possible for you and talk you through everything step by step. Your general obligations if a claim occurs are detailed under condition 3 in the General conditions of this policy booklet. Please make sure you understand these conditions and if you have any questions, contact us.
Windscreen claims	If your windscreen is damaged, please call us on **0818 953 953** for details of our approved local repairers.
Customer service	If you buy your policy from FBD Insurance, you can call us for customer support on **0818 18 18 18**. You can also find information by visiting our website **www.fbd.ie**. If you have arranged your policy through a broker, please contact your broker directly.
Breakdown assistance	**Small commercial vehicle breakdown assistance:** A breakdown assistance service is provided as an added benefit for small commercial vehicles insured on a Comprehensive or Third party fire and theft basis. To access the service, call **1800 323 888** (this call is free). If calling from Northern Ireland, call **00 353 91 560 622** (international call rates will apply). For further details on using the small commercial vehicle breakdown assistance service, including the terms, conditions, exclusions and limits that apply, see Endorsement '74. Small commercial vehicle breakdown assistance', in this policy booklet. **Private campervan breakdown assistance:** A breakdown assistance service is provided as an added benefit for private campervan vehicles insured on a social, domestic and pleasure use basis. To access the service, call **091 501 636**. If calling from Northern Ireland, Great Britain, the Isle of Man or Channel Islands, call **00 353 91 501 636** (international call rates will apply). For further details on using the private campervan breakdown assistance service, including the terms, conditions, exclusions and limits that apply, see your campervan policy schedule. **Breakdown assistance services:** • Only applies to vehicles up to and including a gross vehicle weight of 3500kg, which can be driven with a category B driving licence. • Is provided by MAPFRE ASSISTANCE Agency Ireland (MAPFRE). It gives you access to 24 hour emergency assistance in the event of vehicle breakdown.

FBD Insurance has over 50 years' experience. We pride ourselves on understanding your needs and today we are one of Ireland's largest insurance companies. With FBD Insurance local offices throughout the country, as well as telephone and online service and support, quality customer service is never far away. So call, drop in or go online today.

Commercial vehicle insurance (for commercial and special vehicle types) contents

! The 'cover sections' and individual covers within each section of this policy booklet, will only apply to your policy if they are recorded in your schedule. If any cover is not recorded in your schedule, the cover will not apply.

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YOUR INSURANCE POLICY

FBD INSURANCE

Introduction to your policy

! To help **you** to understand **your policy**, **we** have defined some of the common words and phrases **we** use. **We** have printed these words and phrases in bold, so **you** can identify them wherever they appear in singular or in plural throughout this **policy** booklet. **You** will find their meanings explained in the General definitions section.

! Throughout this **policy** booklet, FBD Insurance plc is referred to as '**we**', '**us**' and '**our**'.

This policy booklet

At FBD Insurance plc, **we** are always striving to refine **our** products and give **you** high standards of protection. **We** may update this **policy** booklet from time to time, to make various changes and to meet different laws and regulations.

When **you** take out **your policy**, **we** will give **you** the latest version of this **policy** booklet, which will apply to **your** insurance contract. If **we** make changes to this **policy** booklet that affect **you** when **you** renew **your** insurance contract, **we** will provide **you** with the updated version alongside **your** renewal documents.

In addition, **we** will provide a summary of any changes **you** need to be aware of under the 'Changes to this **policy** booklet' heading at the end of the booklet.

Your policy

Your insurance **policy** is a contract agreed between **you** and **us**. It is based on:

- the information in **your** completed insurance application documents including **your proposal form** or **statement of fact**, and
- any further **renewal applications** or applications to amend **your** insurance.

We detail **your** insurance cover in:

- this **policy** booklet,
- **your schedule**,
- **your certificate**, and
- the **endorsements** that apply to **you**.

You should read these as one and keep them in a safe place.

! **Endorsements** are written amendments or additions to **your** insurance contract that adjust **your policy** terms. The **endorsements** that apply to **you** are recorded in **your schedule**.

If **your policy** does not meet **your** requirements in any way, or **you** have any queries, **you** can contact **us** on 0818 18 18 18. If **you** have arranged **your policy** through a broker, please contact **your** broker directly.

Your insurance cover is subject to **you** having paid **us**, or having agreed to pay **us**, **your premium**. Cover will apply to **events** that occur:

- within the **territorial limits** defined in **your policy**,
- during the **period of insurance** recorded **in your schedule**.

Your insurance cover is subject to the full terms, conditions, exclusions and **limits of liability** recorded in this **policy** booklet, **your schedule**, **your certificate**, and the **endorsements** that apply to **you**.

Your duty of disclosure

You must make sure that all information **you** give **us** is true, accurate and complete. The questions and responses recorded in **your**:

- **proposal form** or **statement of fact**,
- **renewal applications**, and
- any further communications with **us**,

will influence **our** acceptance of **your** insurance, **your premium** and the terms and conditions **we** apply.

If there is ever any change in this information or the information recorded in **your schedule**, **certificate** and completed insurance application documents, **you** must tell **us** by contacting 0818 18 18 18. If **you**

have arranged **your policy** through a broker, please contact **your** broker directly.

If **you** are in any doubt about **our** questions and **your** responses, **you** must tell **us** by contacting 0818 18 18 18. If **you** have arranged **your policy** through a broker, please contact **your** broker directly.

Failure to meet this duty

If **you** do not meet this duty carefully and honestly at all times, **you** may face:

- a sudden change in cover, **premium** or terms,
- an invalid or cancelled **policy**,
- no **claim** payment or reduced **claim** payment,
- difficulty buying insurance again,
- breaking the terms of any relevant loan on **your** insured property.

Further information about **your** duty of disclosure is detailed under condition 1, 'your duty', in the General conditions of this **policy** booklet. Please make sure **you** understand this condition and if **you** have any questions, contact **us** on 0818 18 18 18. If **you** have arranged **your policy** through a broker, please contact **your** broker directly.

Governing law

Unless **we** agree otherwise, the laws and exclusive legal jurisdiction of the Republic of or Ireland will apply to **your policy**.

Complaints

We would like to hear from **you** if **you** have a complaint about **our** product or service. If **you** tell **us your** concerns, **we** will try to put matters right and improve **our** service to all **our** customers. If **you** would like to make a complaint, please contact **us**:

- by phone – call 0818 18 18 18,
- in person – call into any of **our** branch offices nationwide, or
- by email – info@fbd.ie.

If **you** have arranged **your policy** through a broker and have a complaint about the broker service provided to **you**, please contact **your** broker directly.

If **you** are not satisfied with **our** response or how **we** have dealt with **your** complaint, **you** may refer **your** case to the:

Financial Services and Pensions Ombudsman,
Lincoln House, Lincoln Place, Dublin 2, D02 VH29.
Phone: + 353 1 567 7000
Email: info@fspo.ie
Website: www.fspo.ie

Finance Act 1990

We have paid, or will pay, the appropriate Stamp Duty to the Revenue Commissioners in line with the requirements of the Finance Act 1990.

Insurance Act 1936

We will pay any money due under the **policy** in the Republic of Ireland.

Signed for and on behalf of FBD Insurance plc.



Sean Kelleher

Chief Underwriting Officer

General definitions

! **We** have provided the following general definitions, in order to explain some of the common words and phrases **we** use. To help **you** identify these words and phrases, **we** have printed them in bold wherever they appear in singular or in plural throughout this **policy** booklet.

! Some sections of the **policy** booklet may also contain words and phrases with a special meaning, applying only in specific areas of **your policy**. **We** explain this in the **policy** wording wherever it occurs.

Accident, accidental, accidentally

A sudden and unforeseeable **event** or occurrence which:

- is caused unintentionally,
- is not the result of a pre-existing or a gradually operating cause,

and may give rise to a **claim** under **your policy**.

Business

The **business** or occupation and associated activities declared and recorded in **your schedule**, for which the **insured vehicles** are being used by the **insured drivers**.

Certificate

The **certificate** of insurance document **we** issue to **you** proving that **you** have taken out the motor insurance needed by law. It outlines who is insured to drive the **insured vehicles** and the purposes for which **your** vehicles are insured to be used.

Claim

A **claim**, or series of **claims** arising out of, or in connection with, or occasioned by, any one cause, peril, **event** or **accident**, that is covered under **your policy**.

Cooling-off period

All policies are sold with a '**cooling-off period**' once **your** contract is for a period of 30 days or longer. The **cooling-off period** will apply both at new business and at renewal, and will last for 14 working days from the date **you** receive **your policy** documents. If **you** cancel **your policy** within the **cooling-off period**, **you** will be charged proportionally for the period **you** were on cover and no other charges will apply.

Damage

Accidental loss, **damage** or destruction.

! This definition does not apply to the general 'Cyber risks and electronic risks exclusion' of **your policy**, where **we** have provided a more specific **damage** definition as part of the exclusion wording.

Endorsement

A written amendment or addition to **your** insurance contract that adjusts **your policy** terms and has priority over the general contract terms. The **endorsements** that apply to **you** are recorded in **your schedule**.

Event

An **event** or occurrence which may give rise to a **claim** under **your policy**.

Excess

The part of a **claim** cost that **you** must pay. **We** may apply an **excess** to certain **claims** made under **your policy**. If this applies to **you**, the **excess** amounts will be recorded in **your schedule**.

Indemnity, indemnify

The provision of a protection or payment in the **event** of loss, **damage**, injury or liability.

Inner limit

A more specific maximum amount that **we** will pay for a certain type of cover, **event** or **claim**, forming part of the **limits of liability** under **your policy**. For full details of all **inner limits** under **your policy**, **you** must read **your** full **policy** documents including this **policy** booklet, **your schedule**, **certificate** and any applicable **endorsements**.

Insured vehicle

- Any vehicle recorded as being insured in **your schedule** including its accessories and spare parts while fitted to the vehicle, or
- any vehicle to which cover is transferred with **our** consent during the **period of insurance**,

Any references to the 'insured vehicle' or 'vehicle' under **your policy** in **your schedule** or **your certificate**, will be read as referring to an **insured vehicle**. Unless **we** have specified otherwise in **your policy** wording, this does not include any trailers or trailed implements.

Insured driver

Any person recorded in **your schedule**, **endorsements** and **certificate** as being insured and entitled to drive under **your policy**.

Insured person

Any person provided with cover under **your policy**.

Insured use

The purposes for which the **insured vehicles** are insured to be used, as outlined in **your certificate** under the heading 'Limitations as to use' and in **your schedule**.

Limit of indemnity, limit of liability

A **limit of indemnity** or **limit of liability** is a maximum amount **we** will pay under **your policy**. **We** may apply different limits under **your policy** in different ways. For example, a **sum insured**, an **inner limit** or a standard cover limit forming part of the specific terms and conditions recorded in this **policy** booklet, **your schedule**, **certificate** and any applicable **endorsements**.

Market value

The reasonable cost, as determined by a motor assessor appointed at **our** expense, of replacing any **insured vehicle** with one of the same:

- make,
- model,
- specification,
- age,

and similar mileage or odometer reading.

Passenger

Any person being carried in or getting into or out of an **insured vehicle**.

Period of insurance, period of cover

The period for which **we** have accepted **your premium** and agreed to provide insurance to **you** as recorded in **your schedule** and **certificate**, or until **your** cover for the **period of insurance** is expired, lapsed or cancelled.

Policy

The contract of insurance agreed between **you** and **us**. The contract is based on **your** completed insurance application including **your proposal form** or **statement of fact** and any further **renewal applications** or applications to amend **your** insurance. The **policy** includes:

- **your schedule**,
- **your certificate**,
- this **policy** booklet,
- any **endorsements** that apply, as recorded in **your schedule**, and
- any other documents or communications **we** send to **you** to form part of **your policy**.

Premium

The payment **you** are required to give **us** for **your** insurance **policy**.

! If **you** do not pay **your premium** or any **premium** instalment, even if **you** have paid one or more instalment already, **your policy** will be cancelled in line with condition 8 under the General conditions in this **policy** booklet.

Proposal form, Statement of fact, Renewal application

The information provided by **you** and the declarations made by **you** at the time the insurance was arranged or renewed. **We** rely on this information when agreeing to offer **you your** contract of insurance and the terms provided under **your policy** for the **period of insurance**.

Schedule

The document forming part of **your policy**, which records:

- **your** details,
- details of the **insured vehicles**,
- the covers **you** purchased,
- the **period of insurance**, and
- the **endorsements** that apply to **you**.

For full terms and conditions, **you** must read **your schedule** together with **your certificate**, this **policy** booklet and any other **policy** documents **we** send to **you**.

Sum insured

A monetary amount recorded in **your schedule**, forming part of the **limits of liability** under **your policy.** In the **event** of a valid **claim**, **you** will be covered up to the **sum insured** as the maximum amount **we** will pay in the **event** of total loss, provided there is not any lower **limit of liability**, **inner limit** or other limitation recorded under the specific terms and conditions of **your policy**.

Terms of Business

The document issued to **you** by FBD Insurance and / or FBD Insurance plc, telling **you** how business services will be provided to **you**.

If **you** buy **your policy** from a broker, **you** will need to read **our Terms of Business**, together with the separate terms provided to **you** by **your** broker.

Territorial limits

The geographical areas or locations detailed in **your policy** wording, inside which **your policy** cover will apply. Outside these geographical areas or locations, **your policy** cover does not apply.

! For information about the **territorial limits** that apply to **your policy**, see the 'Territorial limits' heading under the Key information section in this **policy** booklet.

Underinsurance, underinsured

You are **underinsured** if a **sum insured you** have provided to **us** does not represent the full potential costs of the loss or **damage** that it is intended, under the terms of **your policy**, to cover. If **you** are

underinsured, **your policy** may not cover full **claim** costs.

We, us, our

FBD Insurance plc.

You, your, yours, yourself, the insured

The person or persons (including bodies corporate) named in **your schedule** and **certificate** to whom the insurance **policy** has been issued, including **your** legal personal representatives (for example, a person who administers the estate of a person who has died).

Key information

! It is important to be aware of the following key information about **your policy**.
! If **you** have any questions about **your** cover, the requirements **your policy** places on **you** to avail of cover, or how **we** will manage **your policy** or any **claim you** have, please contact **us** on 0818 18 18 18. If **you** have arranged **your policy** through a broker, please contact **your** broker directly.

Cover we provide

Your protection under this motor insurance product for commercial and special type vehicles, depends on **your business** or occupation, **your** vehicles, the uses and drivers of **your** vehicles, and the level of cover **you** purchase.

The main cover types **we** can provide for are outlined below. **Your schedule** and **certificate** will tell **you** which covers are included under **your policy**.

You will need to read **your schedule** and **certificate** together with this **policy** booklet for full terms and conditions, including all benefits, **limits of liability**, restrictions and exclusions that apply.

Comprehensive cover

Comprehensive cover gives **you** wide protection for **accidental damage** to or loss of an **insured vehicle**.

Our comprehensive package combines cover from this **policy** booklet, under:

- Section 1–Third party insurance cover, and
- Section 2–Loss or damage to the insured vehicle.

Third party, fire and theft cover

If **you** select third party, fire and theft cover, Sections 1 and 2 of this **policy** booklet apply. However cover under Section 2 for loss of or **damage** to an **insured vehicle**, will be limited to **claims** arising from:

- fire, self-ignition, lightning, explosion,
- theft or attempted theft.

Third party insurance cover

Third party insurance provides **you** with the minimum necessary cover, which **you** are required by law to hold when driving.

If **you** only have third party insurance cover, only Section 1 of this **policy** booklet will apply. This will limit cover to **your** legal liabilities, where a **claim** is brought against **you** for material property **damage** or injury to others arising from the use of an **insured vehicle**.

Insured use

The use insured under **your policy** is recorded in **your certificate** under the 'Limitations as to use' and in **your schedule**.

! The following uses, which are available under this motor insurance product, will only apply to **your policy** if they are recorded in **your certificate** and **schedule**:

1) Use for **your business**.
4) Use for the purpose of **your business** as a farmer (which is not deemed to include a nurseryman or a market gardener), including the carriage of goods in connection with the **business** but excluding use for house-to-house retail distribution.
8) Use for racing, pacemaking, speed testing, competitions, rallies or trials.
9) Use for hire or reward.
10) Use for the carriage of **passengers** for hire or reward.
11) Use while drawing trailers but not while drawing a greater number of trailers than is permitted by law.

Unless it is otherwise excluded from **your policy**, general use for:

- social, domestic and pleasure purposes,
- the overhaul, upkeep or repair of any **insured vehicle** for **you**, and
- use while drawing any one disabled mechanically propelled vehicle,

will apply as standard.

We do not provide cover when an **insured vehicle** is being used in other situation or circumstances, unless **we** have specifically agreed to this in advance and recorded it under the limitations as to use in **your schedule** and **certificate**.

Drivers whose driving is covered

We provide a number of **insured driver** options. **Your schedule** and **certificate** will record the drivers covered to drive under **your policy**. These drivers are covered provided they observe the terms, provisions, conditions and **endorsements** of **your policy** and anything they reasonably require for cover to apply.

Territorial limits

Unless otherwise specified in **your policy** wording, **we** will provide full **policy** cover as recorded in **your schedule**, for **events** which occur during the **period of insurance**, in the Republic of Ireland and Northern Ireland.

! To apply for an extension of **your** full **policy** cover for travel outside the Republic of Ireland and Northern Ireland, **you** must contact **us**.

In addition, **we** will provide the minimum cover required by law in any country which is a member of the European Union (EU), or any other country which the Commission of the European Union is satisfied has made arrangements to meet the minimum insurance requirements set out by the European Union Directives on insurance of civil liabilities arising from the use of motor vehicles.

Your insured vehicle values

If **you** have a valid **claim** for loss of or **damage** to any **insured vehicle** (or any trailer which is also insured), **we** will use a professional motor assessor, who can determine the cost of any repairs, together with the vehicle's **market value** at the time of loss or **damage**.

The motor assessor will calculate a correct **market value**, based on the reasonable cost of replacing the **insured vehicle** with a vehicle of the same make, model, specification, age and similar mileage or odometer reading. This information will also determine whether or not the **insured vehicle** is economical to repair.

- If **we** deem the **insured vehicle** as being economical to repair:

  We will offer to make arrangements for **you** through FBD's network of recommended repairers, in line with the terms and conditions of **your policy**. Unless **we** agree otherwise, if **you** would prefer not to use **our** recommended repairers, the maximum amount **we** will pay **you** is the equivalent cost of using **our** recommended repairers, as determined by the **motor assessor**.

- If the **insured vehicle** is a total loss, or if **we** deem it as **damaged** beyond its economical repair:

  Unless **we** have recorded any alternative basis of settlement in **your schedule**, the maximum amount **we** will pay **you** is:

  – the **market value** of the **insured vehicle** at the time of loss or **damage**, or

  – the estimated value **you** have provided to **us** for the **insured vehicle** and which **we** have recorded in **your schedule**,

  whichever is the lower amount.

! Keeping your estimated values at their correct levels

! It is important to keep any estimated value **you** provide to **us** for an **insured vehicle** or trailer, at a level that is in line with the **market value**.

! **You** should check this carefully on a regular basis and make any necessary adjustments in line with general condition 1 of **your policy**, for market inflation / deflation and vehicle depreciation over time.

! If **your** estimated value is too high, **you** may be paying too much for **your** insurance. If **your** estimated value is too low, **you** may be **underinsured** and **your policy** may not cover full **claim** costs.

Policy limits

We may apply different **limits of indemnity** under **your policy** in different ways. A **limit of indemnity** is a maximum amount **we** will pay for a certain type of cover, **event** or **claim**. Some of the main examples to be aware of in this **policy** booklet are:

If active under **your policy** –

! The most **we** will pay under Section 1–Third party insurance cover, for **damage** to material property – is up to €1,300,000.

! The most **we** will pay under Section 2–Loss or damage to the insured vehicle, for 'Fire brigade charges' – is up to €2,000.

! The most **we** will pay for **accidental damage** to windscreen glass as part of any extension including windscreen and window glass cover', if this applies to **your policy**, is the amount **we** record in **your schedule**.

For full details of all **limits of indemnity** under **your policy**, **you** must read **your** full **policy** documents including this **policy** booklet, **your schedule**, **certificate** and any applicable **endorsements**.

Keeping your policy up to date

You must tell **us** if there is ever any change in the information recorded in **your schedule**, **certificate** and completed insurance application documents, after **your policy** has started. This is to help protect **you**, and to make sure **your policy** cover and **premium** continues to be valid after a change has taken place.

It is important to be aware that once **your policy** has started, **we** will not cover any of the following changes in risk, unless **you** have told **us** about them and **we** have agreed to cover them:

- A change in the occupation, **business** description or **business** activities for which any **insured vehicle** is being used, as recorded in **your schedule**.
- Any replacement of an **insured vehicle** with another vehicle, or any change in the registration number or identification number of an **insured vehicle** as recorded in **your schedule** and **your certificate**.
- A change in the use of any **insured vehicle** outside:
  - the purposes **you** disclosed to **us** when taking out or renewing **your policy**,
  - the use of the **insured vehicle** recorded in **your schedule**, and
  - the limitations as to use recorded in **your certificate**.
- Any change in the 'Drivers or classes of drivers whose driving is covered', as recorded in **your certificate**.
- Any disqualification of any **insured driver** from driving, or if any **insured driver** has received any driving conviction.
- Any change in the physical or medical condition of any **insured driver** impairing their ability to drive safely.
- Any change in the address of the **business**, as recorded in **your schedule** and **certificate**.
- The **business** being wound-up, sold, carried on by a liquidator or receiver, or permanently discontinued.

For full details about the covers and information **you** must keep up to date, **you** must read and check any documents or communications **we** send to **you**, in line with condition 1 in the General conditions of this **policy** booklet.

What to do if you have an accident

You will need to tell **us** within 48 hours by calling 0818 18 18 18. This service is available 24 hours a day.

You must also let An Garda Síochána know within 24 hours:

- of an **event** which injures a person or animal,
- if any **insured vehicle** is stolen, or
- if any **insured vehicle** is **damaged** maliciously or as a result of attempted theft.

You or any **insured driver** should not admit or deny responsibility for an **accident**.

You or any **insured driver** should take the registration numbers of all vehicles involved, together with the insurer's name and policy number for each vehicle (this should be on the insurance disc on the vehicle's windscreen).

You or any **insured driver** should take the names and addresses of the other people involved and give them **your** details. **You** or any **insured driver** should also take the name, address and contact numbers for any witness to the **accident**.

We recommend **you** keep a record of all injuries, any **damage** and draw a map of the location of the **accident**.

You must also:

- send **us** all correspondence **you** receive about the **accident** as soon as **you** receive it and without answering it, and
- tell **us** in writing about any prosecution or legal action against **you**, as soon as **you** become aware of it.

Excess

An **excess** is the part of a **claim** cost that **you** must pay. **You** are responsible for paying the **excess** amounts recorded in **your schedule** for certain **claim** types.

Uninsured losses and looking after your vehicles

Insurance is intended to provide protection against unexpected **events** caused by an insured risk, such as fire, theft or **accidental damage**. It is not intended to cover loss or **damage** to any **insured vehicle** caused by:

- wear and tear,
- lack of maintenance,
- breakdown, or
- illegal or deliberate acts by any **insured driver** under **your policy**.

You must look after **your insured vehicles** to prevent loss or **damage** caused by uninsured risks.

Examples of losses that are not insured under **your policy** include:

- **Damage** to tyres by braking, punctures, cuts or bursts.
- **Damage** to an **insured vehicle** caused by goods being carried in the vehicle.
- **Damage** to an **insured vehicle** caused by an **insured driver** above the legal limit for alcohol or drugs.
- **Damage** by an **insured driver** who does not hold a valid driving licence or is driving outside their licence conditions.
- Breakdown or servicing costs (other than any cover provided to you as part of any breakdown assistance benefit).

You must take all reasonable steps to keep **your insured vehicles** in a roadworthy condition and safeguard them and other people from loss, **damage** or injury. **You** must do this in line with condition 2 in the General conditions of this **policy** booklet.

No claim discount

Unless **we** have recorded otherwise in **your** insurance application or other **policy** documents, this motor insurance product for commercial and special vehicle types, will include a no **claim** discount. This means that if no **claims** were made under **your policy** over **your** previous **period(s) of**

insurance, **we** will reduce **your premium**. The reduction will be in line with the following scale:

Consecutive period(s) of insurance claims free	No claim discount	Discount level after a single claim
One year	17.5 %	0%
Two years	27.5 %	
Three years	35 %	
Four years	45 %	35%
Five years	55% (maximum)	

Your no **claim** discount will not be affected if **you** make a **claim** for:

- Section 2–Fire and theft cover,
- Section 2–Damage to **your** vehicle by an uninsured vehicle, or
- Any breakdown assistance benefit which applies to **your** policy.

! **Your** no **claim** discount will only apply to the level of discount granted under **your** no **claim** discount scale. **Your** cover and the **premium we** charge may still be affected due to other factors, including **your claims** history.

General conditions of your policy

! **You** need to meet the requirements detailed in **your policy** conditions. If **you** do not, **your policy** cover may not be valid.
! The following conditions apply to **your** whole **policy**, in addition to any conditions **we** have detailed in specific areas of **your policy**.
! It is important that **you** read and understand **your policy** conditions. If **you** have any questions about a condition, **you** can contact **us** on 0818 18 18 18. If **you** have arranged **your policy** through a broker, please contact **your** broker directly.

You or any other person claiming under **your policy** must comply with the following general conditions to avail of the full protection provided by **your policy**. If **you** do not take reasonable care to meet these conditions, **you** may face:

- a sudden change in cover, **premium** or terms,
- no **claim** payment or reduced **claim** payment,
- an invalid or cancelled **policy**,
- difficulty buying insurance again, or
- breaking the terms of any relevant loan on **your** insured property.

Nothing in the terms of **your policy** will affect the right of any person to recover a payment under, or in line with, the Road Traffic Acts.

1. Your duty

a) Give us full information when applying for or renewing your policy

You must answer all **our** questions honestly and with reasonable care. The information provided in **your** insurance application including **your proposal form** or **statement of fact** and any **renewal applications** or other communications with **us**, must be true, accurate and complete.

Our questions and **your** responses will influence **our** acceptance of **your** insurance, **our** calculation of **your premium** and the terms and conditions **we** apply. If **you** are ever in any doubt about **our** questions and **your** responses, **you** must tell **us**.

b) Always keep your policy up to date

You must tell **us** if there is any change in the information recorded in **your schedule**, **certificate** and completed insurance application, after **your policy** has started. **We** will then let **you** know of any change in **your premium** or **policy** terms.

It is important to be aware that once **your policy** has started, **we** will not cover any of the following changes in risk, unless **you** have told **us** about them and **we** have agreed to cover them:

- A change in the occupation, **business** description or **business** activities for which any **insured vehicle** is being used, as recorded in **your schedule**.
- Any replacement of an **insured vehicle** with another vehicle, or any change in the registration number or identification number of an **insured vehicle** as recorded in **your schedule** and **your certificate**.
- A change in the use of any **insured vehicle** outside:
  - the purposes **you** disclosed to **us** when taking out or renewing **your policy**,
  - the use of the **insured vehicle** recorded in **your schedule**, and
  - the limitations as to use recorded in **your certificate**.
- A change in the ownership of any **insured vehicle**.
- Any change in the 'Drivers or classes of drivers whose driving is covered', as recorded in **your certificate**.

- Any disqualification of any **insured driver** from driving, or if any **insured driver** has received any driving conviction.
- Any change in the physical or medical condition of any **insured driver** impairing their ability to drive safely.
- Any change in the address of the **business**, as recorded in **your schedule** and **certificate**.
- The **business** being wound-up, sold, carried on by a liquidator or receiver, or permanently discontinued.

For full details about the covers and information **you** must keep up to date, **you** must read and check any documents or communications **we** send to **you**.

c) Keep to the terms of your policy

You or any person making a **claim** under **your policy** must take reasonable care to observe and fulfil the terms, provisions, conditions and **endorsements** of **your policy** and anything they reasonably require for cover to apply.

2. Looking after your vehicles

You must take all reasonable steps to keep any **insured vehicle** in a roadworthy condition and safeguard it from loss or **damage.**

The **insured vehicle** must:

- be fitted with correctly working lights, mirrors and braking systems,
- use appropriate tyres complying with the minimum legal tread depth,
- be equipped with anti-freeze, oil, and other necessary fluids as recommended by the manufacturer and be garaged where possible,
- never be left unattended or unlocked with keys still inside the vehicle or any window or sunroof open.

You must give **us** free access to examine the **insured vehicle** at any reasonable time if **we** ask for this.

3. Your obligations in the event of a claim or prosecution

a) Tell us about any event which could lead to a claim

You must tell **us** within 48 hours after **you** become aware of any **accident** or **event** which may lead to a **claim** under **your policy**, or any possible prosecution or inquest which may give rise to liability under **your policy**. **You** must do this whether a **claim** will be made or not. Call 0818 18 18 18.

b) Do not indicate responsibility

You must not admit or deny responsibility for any **claim** made against **you**, or make any offer, agreement, negotiations, or promise of payment or reimbursement, without **our** prior consent.

c) Report to An Garda Síochána if necessary

After **you** become aware of any **event** of theft, attempted theft, vandalism, or any other malicious and deliberate act, **you** must make a report within 24 hours to:

- An Garda Síochána, or
- The relevant police authority with jurisdiction where the **event** occurs.

You must also let these authorities give **us** any information or help **we** may need.

d) Get our approval for repairs

You must not go ahead with any repairs without **our** approval.

e) Forward correspondence

As soon as **you** receive it and without answering it, **you** must:

- Send **us** any letter, **claim**, legal proceedings, summons, or other notice in connection with any **event**.
- Send **us** any letter or communication from the Personal Injuries Assessment Board (PIAB).

f) Give us any information we need

You must at **your** own expense and within the timeframe **we** set out, give **us** full details about the **claim**, including any documents, evidence or proof **we** may require. These details must be as accurate as is reasonably possible.

g) Assist us during the claims process

You must give **us** any further help, assistance, cooperation or information as **we** may reasonably require during the **claims** process.

4. Our rights in the event of a claim or recovery

a) To salvage

We will be entitled to:

- Take possession of or dispose of any **insured vehicle** after it is **damaged**, and
- Keep any residual salvage value,

at any time during the course of a **claim**.

This condition will not make **us** responsible for **your** property or impact on any other condition under the **policy** that applies to **you** or **us**.

You may not abandon any property to **us** for **us** to deal with.

b) To defend or settle legal action

We can take over and manage legal proceedings in **your** name, or in the name of any other **insured person**. This may be to defend, settle or prosecute any **claim** for insurance cover or damages.

c) To take legal action to recover payment

We can take proceedings in **your** name, or in the name of any other **insured person**, to recover any payment **we** have made under **your policy**, at **our** own expense.

d) To your cooperation

We can decide how any proceedings or **claim** settlements are handled. **You**, or any other **insured person**, must give **us** all the information and help **we** require.

5. Other insurance or contribution

If at the time any **claim** arises under this **policy** there is any other insurance covering the same loss, **damage** or liability, **we** will only pay **our** proportional share of any loss, **damage**, cost or expense.

If at the time of the **claim** the person driving the **insured vehicle** has cover under another **policy** for the same loss or **damage** or liability, then no cover will apply under Section 1–Third party insurance cover, of **your policy**.

6. Disputes between you and us

If an issue cannot be resolved through **our** complaints process, any dispute between **you** and **us** under **your policy** must be referred to either:

a) the Financial Services and Pensions Ombudsman (FSPO), or

b) to 'arbitration', a process using an independent person known as an 'arbitrator' to help settle the dispute.

For the FSPO, **you** may use the contact details provided under the Complaints heading of this **policy** booklet, in the 'Introduction to **your** policy'.

For arbitration, the arbitrator will be appointed by agreement between **you** and **us**. If **we** cannot agree, the authorised body identified in the current arbitration legislation will appoint the arbitrator.

If **you** do not refer a disputed **claim** to arbitration with **us** within 12 months of **your claim** being turned down, **we** will treat the **claim** as if **you** have agreed not to pursue it.

7. Our right to reclaim payments

If **we** are required under the Road Traffic Acts or any law, to pay a **claim** which the **policy** does not cover, **we** have the right to get the payment back from **you** or any other driver.

8. Cancellation of the policy

a) **We** may cancel **your policy** in line with **our Terms of Business** by sending **you** 10 days' notice in writing to **your** last known address. **You** must return **your** current **certificate** and insurance discs.

b) **You** may cancel **your policy** in line with **our Terms of Business** by sending **us** cancellation instructions in writing.

We will return the **premium you** paid for the **period of insurance** that is left to run, if:

- **You** cancel the **policy** within the **cooling-off period**, or
- **We** cancel the **policy**.

If **you** cancel after the **cooling-off period**, as long as no **claim** has been made or is pending, **we** will return the **premium** for the **period of insurance** left to run, less any cancellation charge, in line with the **Terms of Business**.

9. Suspension of the policy

The cover under **your policy** can be suspended from the date **we** have received **your** request in writing, together with **your** current **certificate** and insurance disc.

If **you** are paying by direct debit, **we** will continue to collect **your** direct debit instalments during the period of suspension.

We will refund the **premium** for the suspension period, less any administration fee, provided:

- the suspension has lasted for at least 28 days in a row,
- there has been no **claim** on **your policy**, and
- no **claim** is pending.

! While **your policy** is fully suspended, all cover will be suspended and no cover section will apply.

10. Pay your premium and keep your payments up to date

You must pay all amounts due for the **period of insurance** on time and in full. If **you** do not, **you** will not be covered.

a) Annual payments: **You** must complete payment of the **premium** amount in full and the payment must be cleared.
b) Instalments: **You** must complete payment of all **premium** instalments on time and in full, in line with **your premium** payment plan agreement.
c) Fees and charges: **We** will provide details in **our Terms of Business** of any additional fees and charges **we** apply.

If **you** do not pay **your premium** or any **premium** instalment, even if **you** have paid one or more instalment already, **your policy** will be cancelled in line with condition 8 in the General conditions of this **policy** booklet.

11. Fraud

You must not act in a fraudulent way. No cover will apply:

- if **you** or any person entitled to cover under **your policy** makes a **claim** knowing it to be false or fraudulent in any way, or
- if **damage** is caused by any deliberate act or with **your** consent or involvement or the involvement of anyone acting on **your** behalf.

We may keep **your** full **premium** if **your policy** is cancelled due to fraud.

12. Discharge of liability

If **we** have to make a payment to more than one **insured person** in the **event** of any **accident** or loss,

the maximum amount **we** will pay, regardless of the number of people insured, will be the specific **limit of indemnity** recorded in this **policy** booklet or **your schedule** or **certificate**, including any applicable **endorsements**.

! A **limit of indemnity** or **limit of liability** is a maximum amount **we** will pay under **your policy**.

13. VAT (Value Added Tax)

To the extent that **you** are accountable to the tax authorities for value added tax, all **claims** payable under this **policy** shall be exclusive of value added tax.

General exclusions of your policy

! Exclusions are **events** and **claims** that **we** will not cover under **your policy**.
! The following exclusions apply to **your** whole **policy**, in addition to any exclusions **we** have detailed in specific areas of **your policy**.
! It is important that **you** read and understand **your policy** exclusions. If **you** have any questions about an exclusion, **you** can contact **us** on 0818 18 18 18. If **you** have arranged **your policy** through a broker, please contact **your** broker directly.

No cover is provided under **your policy** for any of the following, except where it is necessary to meet the requirements of the Road Traffic Acts.

If any part of any exclusion is found to be invalid or unenforceable, the remainder will remain in full force and effect.

1. Contractual liability exclusion

We will not pay any **claim**, loss, **damage,** cost, expense, consequential loss, financial loss, liability or injury, for any liability under a contract, unless the same liability would have existed in the absence of the contract.

2. Drivers and uses exclusion

We will not pay for:

a) Any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury arising out of any **event**:

1. while the **insured vehicle** is being driven by or is for the purpose of being driven in the charge of any person other than a person permitted to drive under **your policy**,
2. while the **insured vehicle** is being driven or is for the purpose of being driven in the charge of any person who:
   - does not hold a valid driving licence to drive such a vehicle, or
   - is disqualified from driving.

b) Any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury arising out of any **event**:

1. while the **insured vehicle** is being used other than as recorded within the 'Limitations as to use' in the **certificate**,
2. while the **insured vehicle** is being used for:
   - racing, pacemaking, speed testing, competitions, rallies or trials,
   - any purpose in connection with the motor trade other than overhaul, upkeep or repair of the **insured vehicle** for **you**.
3. while the **insured vehicle** is being used for any of the following, unless these are specifically recorded as being covered under the 'Limitations as to use' in **your certificate**:
   - Hire or reward.
   - Carrying **passengers** for hire or reward.

3. Earthquake, riot or civil commotion exclusion

We will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury caused by earthquake, riot or civil commotion.

4. Radioactive contamination exclusion

We will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury of any kind directly or indirectly caused by, contributed to by or arising from:

a) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;

b) the radioactive, toxic, explosive or any other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component of any nuclear installation, reactor or other nuclear assembly;

c) any weapon, tool or device employing atomic or nuclear fission and/or fusion or other similar reaction or radioactive force, material or matter;

d) any radioactive, toxic, explosive or other dangerous, or hazardous or contaminating properties of any radioactive material or matter.

5. War exclusion

We will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury which is caused by or which is a direct consequence of war, invasion, act of foreign enemy, hostilities or armed conflict (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

6. Terrorism exclusion

We will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury directly or indirectly caused by, contributed to by or arising from:

a) An act of terrorism, regardless of any other cause or **event** contributing to a loss, including any action taken to control, prevent or suppress, or in any way relating to an act of terrorism.

We define an act of terrorism as an act 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, ethnic or similar purpose to influence any government or to place the public, or any section of the public, in fear.

b) Biological or chemical contamination, missiles, bombs, grenades or explosives due to any act of terrorism.

For the purposes of this exclusion **we** define contamination as contamination, poisoning or preventing or limiting the use of objects due to the effects of chemical or biological materials of any kind.

If **we** claim by reason of this general exclusion, that any loss, **damage**, cost or expense consequential loss, financial loss, liability or injury of any kind, is not covered by this **policy you** must prove otherwise.

7. Cyber risks and electronic risks exclusion

! In line with the following cyber risks and electronic risks exclusion, **your policy** does not provide any cover for loss, **damage**, consequential loss, economic loss, or liability, which is caused by or which results from a cyber-attack.

! If **you** have concerns that **you** are susceptible to cyber-attack or hacking, or **events** or acts of this nature, **you** may need to seek professional advice about protecting **yourself**.

! **You** may also wish to enquire about cyber protection insurance cover, which is available from some specialist insurance companies.

1. Meaning of words

This exclusion contains words and phrases with a special meaning. **We** have explained these meanings below. To help **you** identify these words and phrases, **we** have printed them in bold wherever they appear in singular or in plural, together with words and phrases explained under the 'general definitions' of this **policy** booklet.

a) **Computer(s)** includes but is not limited to, any computerised or electronic:

system; network; server; hardware; program; software; firmware; **data** (and any **data** storage device); record(s); information repository; microchip; integrated circuit or similar device (in **computer** equipment or non-**computer** equipment); electronic (digital or analog) device; communications device; cloud storage facility (including any other type of storage or back-up facility); microcontroller; intranet; extranet or website, whether owned by **you** or not.

b) **Consequential Loss** means any financial loss, or reduction in turnover or increased costs incurred, which is directly or indirectly caused by, contributed to by, arises from, or is occasioned by, or results from, any interruption to or interference with **your** personal or business activities, regardless of whether or not such loss has occurred due to loss or **damage** to any property, any **computers** or any **data,** whether owned by **you** or not.

c) **Damage** or **Damaged** means physical loss of, or destruction of, or distortion of, or deletion of, or corruption of, or physical damage to, **computers**, or **data**, or any other type of property, regardless of whether such physical loss, destruction, distortion, deletion, corruption or physical damage, is partial or total or temporary or permanent in nature.

d) **Data** includes but is not limited to (whether used in connection with a business or not):

- **i)** any information, facts, records, lists, concepts, knowledge, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted, retrieved, received or stored by a **computer**; and
- **ii)** any **computer** associated input or output.

e) **Denial of service attacks** means any actions or instructions constructed or generated with the ability to **damage**, interfere with or otherwise affect the availability of **computer** or electronic networks, network services, network connectivity or information systems. **Denial of service attacks** include but are not limited to:

- **i)** the generation of excess traffic into network addresses;
- **ii)** the exploitation of system or network weaknesses;
- **iii)** the generation of excess or non-genuine traffic between and amongst networks.

f) **Hacking** means unauthorised access to any **computer** or other equipment or component or system or item which processes, or stores, or transmits, or retrieves or receives **data**, whether owned by **you** or not.

g) **Liability** means any amount (including all **costs and expenses**) that **you** are held legally liable to pay:

- **i)** for death, bodily injury (including any form or variety of mental injury, anguish, distress, nervous shock, trauma, psychological condition or disorder) or illness or disease; or
- **ii)** for loss or **damage** to material property or for any type of financial loss (including fines and penalties); or
- **iii)** for defamation, or libel or for any breach of data protection legislation,

to any person, or group of people (whether employed by **you** or not), or to any institution, business organisation, firm, company or club.

h) **Malicious or damaging Code** means any program code, programming instruction or any set of instructions intentionally constructed with the ability to **damage**, interfere with or otherwise adversely affect **computer** programs, **data** files or operations whether involving self-replication or not. A malicious or damaging code can include but is not limited to:

- **i)** **computer** viruses, worms, Trojan horses, malicious **data** files or similar mechanisms; and
- **ii)** any form or variation of phishing; and
- **iii)** internet bots, spyware and adware or any such generally legitimate software when being used for malicious, or criminal, or unauthorised or illegal purposes.

2. What is not insured?

This **policy** does not provide any cover for any loss**,** **damage**, cost, expense, **consequential loss** or **liability** in respect of, or to, any **computer** or **data**, whether owned by **you** or not, where such loss**,** **damage**, cost, expense, **consequential loss** or **liability** is directly or indirectly caused by,

contributed to by, arises from, or is occasioned by, or results from, any of the following:

a) the malicious or negligent transfer, electronic or otherwise, of a **computer** program that contains a **malicious or damaging code**;
b) **hacking** or **denial of service attacks**;
c) temporary or permanent impairment in the functionality, availability, range of use or accessibility of any **data**, any software or any **computer** programs, caused by or at the direction of any person or group of people or foreign power, government or country;
d) a deliberate malicious act by or at the direction of:
  i) any person or group of people or foreign power, government or country which does not involve physical force or physical violence;
  ii) **you** or to which **you** have consented;
  iii) any person representing **you**, or by a service provider **you** have engaged, or by any of **your family** or **your household**.

In addition to the above and for the avoidance of doubt, this **policy** of insurance:

a) does not provide any cover in respect of the commercial value, goodwill value or monetary value of any **data** held on any **computer** or which is used by **you** in connection with **your** personal or business activities;
b) does not provide any cover in respect of any cost or expense incurred in:
  i) retrieving, or restoring, or reproducing, or reconstituting, or rewriting, or replacing, any **data**;
  ii) re-inputting any **data** on any **computer**;
  iii) reinstalling or upgrading any **computer** or **data** software.
c) does not provide any cover for any cost or expense in respect of, or associated with, any ransom demand.

8. Injury, damage or loss in the course of employment exclusion

We will not pay for any **claim** by any person for injury to them arising out of and in the course of their employment by **you**.

9. Sonic bangs exclusion

We will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury of any kind which arises directly or indirectly from pressure waves caused by aircraft or other aerial or spatial devices travelling at sonic or supersonic speeds.

10. Airside liability exclusion

We will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability, accident or injury caused while any **insured vehicle** is in or on any aerodrome, airport, airfield, military base or similar establishment or location. The areas include but are not limited to:

- any area for the take-off and landing of aircraft or the movement of aircraft on the ground, and
- any form of aircraft parking aprons including associated service roads, refuelling areas, hangars, maintenance areas, ground equipment and vehicle parking areas, any areas for the loading or unloading of **passengers** or cargo, and
- any part of any **passenger** terminal, and
- any part or any area of an aerodrome, airport, airfield, military base or similar establishment or location where access is refused, denied or forbidden to members of the public or any part or any area where vehicular access is refused, denied or forbidden to members of the public.

This exclusion does not apply to public roads and public car parking facilities to which the public have access.

11. Bridges, weighbridges, viaducts, roads or other surface exclusion

We will not pay for any loss or **damage** to any bridge, weighbridge, viaduct, road or other surface over which the vehicle is driven, or anything under the surface caused by the weight or vibration of the **insured vehicle** or its load.

12. Use on private property exclusion

We will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury occasioned beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to such vehicle for loading thereon or the taking away of the load from such vehicle after unloading therefrom.

13. Pollution or contamination

We will not pay for any **accident**, **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury in connection with the death of or bodily injury to any person or damage to property directly or indirectly caused by pollution or contamination, unless it is caused by a sudden, identifiable, unexpected and accidental incident which happens in its entirety at a specific time during the **period of insurance**.

14. Consequential loss exclusion

In the event of loss or **damage** covered by this **policy**, **we** will not pay for any consequential financial loss.

15. Date recognition exclusion

We will not pay for any **claim,** loss, **damage,** cost, expense, consequential loss, financial loss, liability or injury which arises directly or indirectly from, or is traceable to, the failure or inability of any:

a) electronic circuit, microchip, integrated circuit microprocessor, embedded system hardware, software, firmware, program, **computer equipment**, telecommunication or systems or any similar device; or

b) media or systems used in connection with any of the foregoing, whether **your** property or not:

i) to correctly recognise any date as its true calendar date;

ii) to capture, save, retain and/or correctly manipulate, interpret or process any data, information, command or instruction as a result of treating any date otherwise than as its true calendar date;

iii) to capture, save, retain, or correctly process any data as a result of the operation of any command which has been programmed into any computer software as a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.

This exclusion will not apply to any subsequent **damage** which may arise from any such failure where the loss or **damage** is otherwise covered under the terms of this **policy**.

16. Sanctions exclusion

We will not provide cover and will **we** not make any payment or provide any service or benefit to **you** or any other party entitled to **indemnity** under this **policy** to the extent that such cover, payment, service, benefit and/or any business or activity **you** are involved in would violate any applicable trade or economic sanctions, laws, regulations, prohibitions or restrictions under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or otherwise to sanction laws or regulations to which Irish citizens or businesses are bound or required to comply with.

17. Data protection regulations breaches exclusion

We will not pay for any **claim**, fines, penalties, punitive damages or exemplary damages which are levied or imposed on **you** under any legal authority for non-compliance with or for a breach of any data protection legislation or the infringement or breach of any person or groups legal or constitutional rights.

18. Communicable viruses and diseases exclusion

! In line with the following communicable viruses and diseases exclusion, **your policy** does not provide any cover for loss, **damage**, consequential loss, economic loss, or liability which is caused by or which results from a communicable virus or disease.

1. What is a communicable virus or disease?

For the purposes of this exclusion, a communicable virus or disease is any virus or disease, whether naturally occurring or not, that can be transmitted by means of any substance or agent from any organism to another organism (including human beings) where:

a) the substance or agent includes, but is not limited to:
- a virus, bacterium, parasite or other organism;
- or any variation or mutation of these, whether deemed living or not, and

b) the method of transmission, whether direct or indirect, includes but is not limited to:
- airborne transmission;
- bodily fluid transmission;
- transmission from or to any surface or object, solid, liquid or gas;
- transmission between organisms, and

c) the virus, disease, substance or agent can:
- cause or threaten damage to human health or human welfare; or
- cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use, of property.

Communicable viruses and diseases include but are not limited to:

- Coronavirus disease (COVID-19), Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), Ebola, Marburg Virus Disease, Middle East Respiratory Syndrome (MERS), Anthrax, Rabies, Foot and Mouth Disease (FMD), Lyme Disease, Salmonellosis, brucellosis or any mutation or variation;
- any man-made, or reproduced, or resurrected, or manufactured or synthetically developed or produced, viruses or diseases.

For the avoidance of doubt, communicable viruses and diseases also include any viruses and diseases that are spread by or transmissible from:

- Humans to other humans.
- Humans to animals (including mammals, fowl and poultry).
- Animals (including mammals, fowl and poultry) to humans.
- Animals (including mammals, fowl and poultry) to other animals (including mammals, fowl and poultry).

2. What is not insured?

Any loss, **damage**, financial loss, cost, expense, liability or claim of any type or nature, which occurs at any time, which is directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

a) any communicable virus or disease, or

b) the fear or threat (whether actual or perceived) of a communicable virus or disease, or

c) any action taken to, or in an attempt to, control, prevent or suppress in any way such communicable virus or disease or the spread or transmission of same, or

d) the acts of malicious persons who maliciously, deliberately or recklessly cause any substance or agent capable of causing a communicable virus or disease to come into contact with the property of any person or entity or cause or

attempt to cause another person or persons to contract a communicable virus or disease,

regardless of any other cause contributing concurrently or in any sequence to the loss, **damage**, financial loss, cost, expense, liability or **claim**.

19. Shortage of utility supplies exclusion

We will not pay for any loss, **damage**, liability, **claim**, cost or expense of any nature whatsoever resulting from, or directly or indirectly caused by or contributed to by, or arising out of or in connection with:

i) any deliberate or intentional act of a supply undertaking in withholding, cutting off, interrupting, rationing or restricting the supply of water, gas, electricity, fuel, telecommunications, or wireless network services or any other type of utility service, or

ii) the inability of a utility supplier to continue to provide or maintain their service or supply of water, gas, electricity, fuel, telecommunications, or wireless network services or any other type of utility service,

due to any shortage or the unavailability or the interruption of, or the fear or threat (whether actual or perceived) of any shortage, unavailability or interruption (whether permanent or temporary or total or partial in nature) of any supplies, materials, fuels, services, machinery, equipment or systems (including but not limited to computer systems) that the utility supplier requires to enable them to operate their business and supply the utility that they manufacture, or produce, or create, or supply, or provide to **you**.

20. VAT (Value Added Tax)

To the extent that **you** are accountable to the tax authorities for value added tax, all **claims** payable under this **policy** shall be exclusive of value added tax.

21. Excess

An **excess** is the part of a **claim** cost that **you** must pay. **Excesses** may apply to certain types of **claims**. The **excesses** that apply to **your policy** are recorded in **your schedule**. In the **event** of a valid **claim** under **your policy**, **we** will, after **we** have applied all other **policy** terms, conditions, limitations, exclusions and exceptions, reduce any amount that **we** are liable to pay in respect of the **claim** by the amount of the relevant **excess** that is applicable to **your policy.**

COVER SECTIONS

FBD INSURANCE

Section 1–Third party insurance cover

! The cover outlined in this section will only apply to **your policy** if it is recorded in **your schedule**. If it is not recorded in **your schedule**, no cover will apply.
! Cover is subject to the **limits of liability**, conditions and exclusions recorded in **your schedule**, **certificate** and in this **policy** booklet.

i What is third party insurance cover?

The purpose of this section is to cover **accidental** injury to other people or **accidental damage** to their material property, as a direct result of any **insured driver** driving an **insured vehicle**. It provides protection in case of a road or vehicle **accident**, which gives rise to **claims** being made against **you** or any **insured driver**.

- Cover for **damage** to someone else's property is up to €1,300,000, unless **we** have agreed to any alternative amount and recorded this in **your schedule**.
- Cover for **bodily injury** to others is unlimited.

Further details of the cover provided by Section 1– Third party insurance cover, if it is active under **your policy**, are outlined below.

Cover for you

We will pay all amounts **you** or **your** legal personal representatives may legally have to pay for damages and claimant costs for:

1. death or injury to any person, or
2. **damage** to property up to up to an amount of €1,300,000 (or any alternative amount **we** have recorded in **your schedule**),

resulting from a **claim** or series of **claims** arising from any one **event**, as a result of or in connection with any **insured vehicle** (including loading or unloading).

We will also pay any other cost and expenses necessarily and reasonably incurred, with **our** written consent, in the investigation and defence of a **claim**.

Indemnity to others

We will extend the cover provided by this section:

a) to include the legal liability of any **insured driver** while driving an **insured vehicle**, or

b) in the event of the death of any person entitled to **indemnity** under **your policy**, to their personal legal representatives,

provided that the **insured driver**:

- is not covered under another policy,
- is not a person in the motor trade driving the **insured vehicle** for the purpose of overhaul, upkeep or repair for **you**,
- observes the terms, exclusions, conditions and **endorsements** of **your policy** in so far as they can apply.

Legal expenses

We have the right to instruct, at **our** own expense, a solicitor in respect of any **event** for which cover may be provided under this section for:

1. representation at any coroner's inquest into a death, or
2. defending proceedings brought in any court of summary jurisdiction.

In addition, **we** will pay the legal costs incurred with **our** written consent.

✗ Additional exclusions to Section 1

We will not pay a **claim**, except where it is necessary to meet the requirements of the Road Traffic Acts, for:

1. Loss or **damage** to property belonging to or held in trust by **you**, or in **your** custody or control, or belonging to, held in trust by, or in the custody or control of any **insured driver** of the **insured vehicle**.
2. loss or **damage** to any property occurring while the property is in or on the **insured vehicle**, or being drawn by the **insured driver** as a trailed item or mechanically propelled vehicle, or any property carried in or on that trailer or mechanically propelled vehicle.
3. Death or bodily injury to any person driving the **insured vehicle** or in charge of the **insured vehicle** for the purpose of driving.
4. Any liability incurred by **you** arising out of the operation of any **insured vehicle**, or trailer or plant forming a part or attachment of the **insured vehicle**, as a tool, other than where any cover is specifically provided to **you** as part of any 'working risks' extension, which **we** have recorded in **your schedule**.

Section 2–Loss or damage to the insured vehicle

! The cover outlined in this section will only apply to **your policy** if it is recorded in **your schedule**. If it is not recorded in **your schedule**, no cover will apply.
! Cover is subject to the **limits of liability**, conditions and exclusions recorded in **your schedule**, **certificate** and in this **policy** booklet.

What is cover for loss or damage to the insured vehicle?

The purpose of this section is to cover **damage** caused to any **insured vehicle**, as a direct result of an insured risk.

Unless **we** have specifically recorded otherwise under **your policy** wording:

- If **you** purchase 'Comprehensive' cover, the risks insured under this section will include **accidental damage**, as well as fire, self-ignition, theft and attempted theft.
- If **you** purchase 'Third party, fire and theft' cover, the risks insured under this section will be limited to fire, self-ignition, theft and attempted theft only.

Further details of the cover provided by Section 2–Loss or **damage** to the **insured vehicle**, if it is active under **your policy**, are outlined below.

Cover provided

We will pay for **accidental** loss of or **damage** to the **insured vehicle**. At **our** option, **we** may repair, reinstate or replace the **insured vehicle** or any part of it or its accessories or spare parts, or alternatively pay a cash amount for the loss or **damage**.

Repairing your vehicle

In the case of repair, **we** will offer to make arrangements for the **insured vehicle** through FBD's network of recommended repairers.

Unless **we** agree otherwise, if **you** would prefer not to use **our** recommended repairer, **we** will cover repairs up to the equivalent cost of using **our** recommended repairer, as determined by **our** motor assessor.

If any insured part or accessory of an **insured vehicle** is no longer available or cannot be obtained from the maker, **we** will pay the cost of the part or accessory as set out in the maker's last published price list, plus the current labour charge for its fitting.

Transport costs

If the **insured vehicle** cannot be driven due to any loss or **damage** covered under this **policy**, **we** will pay the reasonable cost of:

a) protecting and removing the vehicle to the nearest repairer, and

b) delivering it to **your** address in Ireland following the repairs.

How total loss claims will be settled

Unless **we** have recorded any alternative basis of settlement in **your schedule**, the maximum **we** will pay in the **event** of:

a) a total loss where the **insured vehicle** is **damaged** beyond repair or is deemed by **us** to be uneconomical to repair, or

b) the **insured vehicle** being stolen and not recovered,

is either

- the **market value** of such a vehicle immediately prior to the loss or **damage**, or
- the estimated value **you** have provided to **us** for the **insured vehicle** and which **we** have recorded in **your schedule**,

whichever is the lower amount.

We will be entitled to keep any residual salvage value and to take possession of or dispose of the **damaged insured vehicle**, at any time during the course of a **claim**.

Damage to your vehicle by an uninsured vehicle

If **you** have a valid **accidental damage claim** involving another identified vehicle where:

a) the **insured driver** of **your** vehicle is not at fault, and

b) the other vehicle is not insured,

the **damage** to the **insured vehicle** will be covered under this **policy** and any no **claim** discount will not be affected.

You must:

1. report the **accident** to An Garda Síochána within 24 hours of the **event**,
2. provide details of the uninsured vehicle including registration number,
3. pay any **excess**, and
4. notify the Motor Insurers' Bureau of Ireland about the **claim**.

Hire purchase, leasing or finance agreements

If to **our** knowledge any **insured vehicle** is the subject of a hire, lease or finance agreement (including hire purchase), any payment will be made to the owner described in the agreement, after which **we** will have no further liability for the loss or **damage**.

Fire brigade charges

Provided **you** have a valid **claim** under this section, **we** will pay any associated fire brigade attendance charges connected with the insured **event**. The most **we** will pay is up to €2,000.

✗ Additional exclusions to Section 2

We will not pay for:

1. Loss of use, depreciation, wear and tear, mechanical, electrical or electronic breakdowns, failures or breakages.
2. **Damage** to tyres by braking, punctures, cuts or bursts.
3. **Damage** to the **insured vehicle**, its accessories and spare parts caused by goods carried in the vehicle.
4. **Damage** to the **insured vehicle** if at the time of the **accident** causing the loss the **insured driver** has a breath, blood or urine alcohol or drug level above the legal limit in the Road Traffic Acts.
5. The cost of importing parts or accessories from outside the EU or any extra cost of parts or accessories above the price of similar parts available from the manufacturer's European representatives.
6. Loss of or **damage** to any trailer unless **you** have declared it to **us**, **we** have agreed to cover it and recorded this in **your schedule**.
7. Any **excess** amount recorded in **your schedule**.

Endorsements

! The following **endorsements** will apply where recorded in **your schedule**. All **endorsements** are subject to the terms, exclusions, limitations and conditions of **your policy**.
! Unless otherwise stated in the **endorsement** wording, an **endorsement** will relate solely to the vehicle registration / identification number(s) and/or the driver(s) for which the **endorsement** is recorded in **your schedule**.

01. Excess (accidental damage only)

We will not pay the first amount, recorded next to this **endorsement** number in **your schedule**, for a **claim** for loss or **damage** to the **insured vehicle**. No **excess** will apply for a **claim** due to fire, self-ignition, lightning, explosion, theft or attempted theft.

02. All sections excess

We will not pay the first amount recorded next to this **endorsement** number in **your schedule**, for any **claim** under **your policy**.

03. Third party insurance cover

We will only provide cover for liability to third parties as specified under Section 1–Third party insurance cover of the **policy** and no other cover will apply.

04. Third party, fire and theft

The cover provided under Section 2 of **your policy** is limited to:

- **claims** arising from fire, self-ignition, lightning, explosion, theft or attempted theft,
- transport costs, damage to **your** vehicle by an uninsured vehicle and fire brigade charges.

05. Third Party and fire

The cover provided under Section 2 of **your policy** is limited to:

- **claims** arising from fire, self-ignition, lightning and explosion,
- transport costs, damage to **your** vehicle by an uninsured vehicle and fire brigade charges.

06. Fire and theft only

The cover provided under Section 2 of **your policy** is limited to:

- **claims** arising from fire, self-ignition, lightning, explosion, theft or attempted theft,
- transport costs, damage to **your** vehicle by an uninsured vehicle and fire brigade charges.

No cover will apply under Section 1–Third party insurance cover. As a result:

1. **your policy** with **us** does not include the minimum necessary cover, which **you** are required by law to hold when driving, and
2. **you** must arrange third party insurance cover before **you** drive the **insured vehicle** in a public place.

07. Windscreen and window glass

Subject to the additional terms, conditions, exclusions and **limits of indemnity** recorded in **your schedule**, **we** will extend the cover under Section 2–Loss or damage to the insured vehicle, to pay for the cost of replacing or repairing any **accidental**

damage or **accidental** breakage, cracking or chipping of glass in the windscreen or windows of the **insured vehicle**, without any impact to **your** no **claim** discount.

In the **event** of a windscreen or window **claim** please call **us** on 0818 953 953 for details of **our** approved supplier.

08. Excluding a named person from driving

No cover will operate while the **insured vehicle**:

1. is being driven by, or
2. is for the purpose of being driven by, or
3. in the charge of,

any person named next to this **endorsement** number in **your schedule**.

09. Named person(s) only driving

Cover is provided solely while the **insured vehicle** is being driven by the person or persons named next to this **endorsement** number in **your schedule**.

10. Including Drivers under the age of 25 years or over the age of 71 years

Cover is provided while the **insured vehicle** is being driven by the person or persons named next to this **endorsement** number in **your schedule**.

11. Insurance suspended

It is agreed that all insurance under this **policy** is suspended.

12. Extension to Great Britain

a) **Your policy** is extended to apply in the territories of Great Britain, the Isle of Man and the Channel Islands.

b) Nothing in this **policy** or in any **endorsement** which applies, will affect the right of any **insured person**, or of any other person, to recover an amount under the law of any territory in which this **policy** operates, relating to third party liability insurance. However, **you** will have to repay to **us** any sums **we** pay, which **we** would not have been liable to pay, but for these legal provisions.

c) **We** will **indemnify** any **insured person** using an **insured vehicle** in respect of which **indemnity** is provided under the **policy** against liability under the Road Traffic Acts or laws, to pay for emergency treatment of injuries caused by or arising out of the use of an **insured vehicle**, in any territory to which any such Acts or laws apply.

13. Insured only driving

We will provide cover solely while the **insured vehicle** is being driven by **you** or is in **your** charge for the purpose of being driven by **you**.

16. Including indemnity to hirer

We will indemnify the hirer of the **insured vehicle** as recorded in **your schedule**, but only in respect of negligence attaching to **you** or any **insured driver** while such vehicle is let on hire provided that:

1. such person is not entitled to payment under any other policy,
2. such person shall, as though they were **the insured**, observe, fulfil and be subject to the terms, exclusions and conditions of this policy insofar as they can apply.

21. Carriage of school children

We will indemnify Coras Iompair Eireann and/or the Minister for the Department of Education in respect of the use of the **insured vehicle** against liability arising from the negligence of the **insured driver** provided the children being carried in the **insured vehicle** are being driven under a licence issued by the Commissioner of the Garda Siochana in exercise of the powers vested in him by Article 60 of the Road Traffic (Public Service Vehicles) Regulations 1963.

22. Including specified attached and detached trailer cover

The cover provided by **your policy** will include the trailers as recorded in **your schedule**. For the purposes of **your policy** the trailer or trailed implement and any plant forming part of or permanently attached to the trailer or trailed implement will together be deemed to form a trailer or trailed implement.

But no cover will apply for:

1. liability arising out of the operation of any trailer or plant forming a part or attachment of the trailer, as a tool, except as far as is necessary to meet the requirements of the Road Traffic Acts,
2. liability arising out of any **event** which happens while the **insured vehicle** is drawing a greater number of trailers than is allowed by law, or
3. loss or **damage** to any goods, contents or load being carried in or on the trailer.

26. Including third party detached trailer cover

The cover provided under Section 1–Third party insurance cover of **your policy** will, subject to its terms and limitations, apply to any trailer recorded next to this **endorsement** number in **your schedule**, while detached from and not being towed by any vehicle.

28. Including third party working risks (excluding pipes and cables)

We will extend the cover provided to **you** under Section 1–Third party insurance cover, to **indemnify you** while an **insured vehicle**, or any plant forming part of or attached to the **insured vehicle**, is being operated as a tool of trade.

But excluding any **claim**, loss, **damage**, cost, expense, liability or injury for, or arising out of, or in connection with:

- subsidence,
- flooding,
- water pollution, or
- **damage** to pipes or cables,

except as far as is necessary to meet the requirements of the Road Traffic Acts.

For the purpose of this extension, an **insured vehicle** will also be deemed to include any trailer **you** have declared to **us** and that **we** have specifically agreed to cover.

29. Including third party working risks

We will extend the cover provided to **you** under Section 1–Third party insurance cover, to **indemnify you** while an **insured vehicle**, or any plant forming part of or attached to the **insured vehicle**, is being operated as a tool of trade.

But excluding any **claim**, loss, **damage**, cost, expense, liability or injury for, or arising out of, or in connection with:

- subsidence,
- flooding, or
- water pollution.

except as far as is necessary to meet the requirements of the Road Traffic Acts.

For the purpose of this extension, an **insured vehicle** will also be deemed to include any trailer

you have declared to **us** and that **we** have specifically agreed to cover.

35. Increase in third party property damage

We have increased the €1,300,000 **limit of indemnity** for property **damage** under Section 1– Third party insurance cover, to the alternative amount recorded in **your schedule**.

36. Windscreen and window glass

Subject to the additional terms, conditions, exclusions and **limits of indemnity** recorded in **your schedule**, **we** will extend the cover under Section 2– Loss or damage to the insured vehicle, to pay for the cost of replacing or repairing any **accidental damage** or **accidental** breakage, cracking or chipping of glass in the windscreen or windows of the **insured vehicle**, without any impact to **your** no **claim** discount.

In the **event** of a windscreen or window **claim**, please call **us** on 0818 953 953 for details of **our** approved supplier.

37. Negligence of passengers

At **your** request, **we** will extend the cover provided by this section to include the legal liability of any **passenger** being carried in or getting into or out of the **insured vehicle**, provided that the **passenger**:

- is not covered under another policy,
- is not driving the **insured vehicle** or in charge of the **insured vehicle** for the purposes of driving, and
- observes the terms, exclusions, conditions and **endorsements** of **your policy** in so far as they can apply.

But excluding:

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

- **you**,
- any **insured driver** or person driving the insured vehicle, or
- any person in the employment of the employer of the **passenger**, where the personal injury arises out of and in the course of this employment.

b) **Damage** to property owned by or in the possession, custody or control of **you** or the **passenger**.

50. Excluding learner permit / provisional licence holders

We will not **indemnify you** or any other person, while any **insured vehicle** is being driven by a person who only holds a Learner Permit or Provisional Licence.

51. Including named learner permit / provisional licence holders

We will not **indemnify you** or any other person, while any **insured vehicle** is being driven by a person who only holds a Learner Permit or Provisional Licence, other than the person named next to this **endorsement** number in **your schedule**.

59. Including third party attached trailer cover

The cover provided under Section 1–Third party insurance cover, will extend to include the use of any trailer while attached to the **insured vehicle**, provided the total carrying capacity of any trailer does not exceed that as declared to **us**.

We will not pay a **claim**, except where it is necessary to meet the requirements of the Road Traffic Acts, for any liability arising out of any **event** which happens while an **insured vehicle** is drawing a greater number of trailers than is allowed by law.

68. Articulated vehicle

It is agreed that:

a) for the purpose of this insurance an articulated vehicle consisting of a power unit and one partially superimposed trailer shall not be deemed to be a vehicle drawing a trailer.

b) this **policy** shall be inoperative in respect of the towing of any one disabled mechanically propelled vehicle unless the power unit is being used without the superimposed trailer.

69. No claim discount deleted

A no **claim** discount will not apply to **your policy** and the no **claim** discount scale under this product is deleted.

70. Including open driving

The drivers whose driving is covered under this **policy** are:

1. **you**,
2. any person driving with **your** permission,
3. any other person recorded in **your certificate** and **schedule** as being insured to drive,

provided the driver:

1. holds a licence to drive the **insured vehicle** or having held such a licence is not disqualified from holding that licence,
2. does not have cover under any other policy,
3. is not a person in the motor trade driving the **insured vehicle** for the purpose of overhaul, upkeep or repair for **you**, and
4. observes the terms, exclusions, conditions and **endorsements** of **your policy** in so far as they can apply.

74. Small commercial vehicle breakdown assistance

The service provided under breakdown assistance is a 24 hour emergency assistance service provided by MAPFRE ASSISTANCE Agency Ireland (MAPFRE) in the **event** of vehicle breakdown. The service will only apply to an **insured vehicle**:

1. with a gross vehicle weight of up to and including 3500kg, and
2. which can be driven with a category B driving licence.

You must contact the Freephone breakdown assistance line to activate this service. MAPFRE will not cover any costs you incur prior to calling them on 1800 323 888 or from Northern Ireland on 00 353 91 560 622. The assistance supplied will be at the choice of the assistance provider based on the options available to them at the time of the request. This is because all options are not always available at the time of a breakdown.

MAPFRE will provide assistance for breakdown of the **insured vehicle** caused by an **accident**, mechanical breakdown, fire, theft, attempted theft, malicious **damage**, punctures that need help to fix or to replace a wheel, lost keys, stolen keys, keys broken in the lock or locked in the **insured vehicle**, occurring during the **period of insurance**.

Cover applies in Ireland and Northern Ireland and MAPFRE will provide the following benefits:

Roadside and doorstep assist

MAPFRE will provide one hour's free labour either at the roadside, **your** home address or **your** business address, if the **insured vehicle** can be repaired where it is. **You** or an **insured driver** must be with the **insured vehicle** when the repairer arrives to avail of the benefits under this cover.

Towing

If the **insured vehicle** has broken down at home or away from home and cannot be repaired where it is, MAPFRE will pay the cost of towing the **insured vehicle** (excluding trailers) to the nearest garage capable of repairing the vehicle or **your** own garage,

whichever is closer, but not exceeding 50km from the breakdown site.

Completion of your journey within Ireland and Northern Ireland

If repairs cannot be carried out at the roadside, MAPFRE will at **your** request, or the request of **your passengers**, assist **you** to make arrangements for accommodation and alternative transport. This will be at **your** own expense.

Message relay

MAPFRE will pass on two urgent messages for **you**.

✗ Exclusions for vehicle breakdown assistance

MAPFRE will not pay a **claim**:

1. for any liability or consequential loss arising from using the assistance services,
2. for expenses which can be recovered elsewhere,
3. arising where the **insured vehicle** is carrying more **passengers** or towing a greater weight than that for which it was designed as outlined in the manufacturer's specifications,
4. arising as a direct result of the unreasonable driving of the **insured vehicle** on unsuitable ground,
5. for any **accident** or breakdown brought about by an avoidable, or wilful or deliberate act carried out by **you** or the **insured driver**,
6. for the cost of repairing the **insured vehicle** other than as outlined in the benefit Roadside and doorstep assist,
7. for the cost of any parts, keys, lubricants, fluids or fuel required to allow the **insured vehicle** drive again,
8. caused by fuels, mineral essences or other flammable materials, explosives, poisonous or toxic substances carried in the **insured vehicle**,
9. for any **insured vehicle** designed as a tool of trade, non-registered or registered as a work vehicle,
10. for any winching costs or specialist equipment. For example, any vehicle or equipment (other than a standard recovery vehicle) which is required to move a vehicle which has left the road or is overturned or without wheels, would be considered specialist equipment. Once the vehicle has been removed to a suitable location, normal service will be provided,
11. for loss of or **damage** to any goods carried in the **insured vehicle**,
12. for recovering an **insured vehicle** carrying commercial loads. It is the responsibility of the **insured driver** to arrange for alternative transport for the commercial load in the **event** that the **insured vehicle** has to be towed,
13. for attending to punctures where no serviceable spare wheel or tyre is available,
14. for towing of trailers or any attachments to the **insured vehicle**,
15. if the **insured vehicle** is inaccessible or in an off-road location or cannot be transported safely or legally or without hindrance using a standard transporter / equipment,
16. if the **insured vehicle** recovery is impeded due to modification or is taking part in, racing, trials, rallying or criminal conduct,
17. for the care or transportation of any goods (including pet animals or livestock) carried within the **insured vehicle**. Any extra costs involved in the transportation of any goods or alternative transportation requirements in the **event** of a breakdown would not be covered,
18. for any recurring **claim** due to the same cause within 28 days of the call to MAPFRE where a permanent repair has not been undertaken to correct the fault.

! Conditions limiting responsibility

1. MAPFRE will not pay any benefit unless **you** have notified them through the emergency telephone numbers provided.
2. The **policy** number must be quoted when calling MAPFRE and identification produced to the repairer, recovery specialist or other nominated agent.
3. If MAPFRE have to make a forced entry to the **insured vehicle** because **you** are locked out, **you** must sign a declaration saying that **you** will be responsible for the **damage**.
4. The **insured driver** must be with the **insured vehicle** when the repairer arrives. If an **insured driver** is not with the **insured vehicle** and

MAPFRE's repairer cannot assist, any subsequent assistance will be at **your** own cost.

5. The **insured vehicle** must be maintained in a good mechanical and roadworthy condition and be regularly serviced and any parts, including the battery, found to be defective shall be replaced by **you** as soon as possible after the discovery of the defect.
6. MAPFRE may refuse assistance where an **insured driver** is clearly intoxicated or under the influence of drugs.
7. MAPFRE will not be responsible to provide **you** with the services outlined under 'Completion of **your** journey within Ireland and Northern Ireland' if they are unable to do so as a result of the commercial conditions imposed by vehicle hire companies, for example requiring the driver to provide a full licence free of endorsements, a credit card deposit, or the requirement to return a hire vehicle to a pick up point.
8. In the **event** of the **insured vehicle** being taken to **your** normal place of residence or location of **your** choice, no further recovery arising from the same breakdown will be made.
9. If **you** cancel a breakdown assistance call-out, **you** are not eligible for another call-out for that assistance.
10. MAPFRE will not be responsible to provide **you** with the services outlined under this additional benefit if they are unable to do so as a result of any government control restrictions or prohibitions or any other act or omission of any government agency or local authority; or default of any supplier, agent or other person, labour disputes or difficulties and any other event beyond MAPFRE's reasonable control.

76. Named driver cover restriction

The cover provided under **your policy** is reduced as recorded in **your schedule** for any person named next to this endorsement number in **your schedule**.

Changes to this policy booklet

! A summary of key changes recently included in this policy booklet is set out below. For full terms and conditions, always read **your** policy booklet, together with **your schedule**, **certificate** and any applicable endorsements.

April 2023

Changes we introduced with this policy booklet version

Clearer language and design	At FBD Insurance plc, we're always striving to refine our products and give you high standards of protection. With this in mind, we have updated the language and design used throughout this policy booklet, making it clearer and easier to understand. We have also introduced a new 'Key information' section at the start of the booklet, with a summary of some of the most essential information about this motor insurance product.
General definitions	We have grouped and included new definitions to explain words and phrases we use and give greater certainty when interpreting your policy cover. These definitions can be found in the 'General definitions' section and include: ● Accident, accidental, accidentally; ● Business; ● Certificate; ● Claim; ● Cooling-off period; ● Damage; ● Endorsement; ● Event; ● Excess; ● Indemnity, indemnify; ● Inner limit; ● Insured vehicle; ● Insured driver; ● Insured person; ● Insured use; ● Limit of indemnity, limit of liability; ● Market value; ● Passenger; ● Period of insurance, period of cover; ● Policy; ● Premium; ● Proposal form, statement of fact, renewal application; ● Schedule; ● Sum insured; ● Terms of Business; ● Territorial limits; ● Underinsurance, underinsured; ● We, us, our; ● You, your, yours, yourself, the insured.
General conditions	**Your duty** We have included updated terms under general condition 1, requiring you to tell us about changes in the information recorded in your schedule and completed insurance application. We have made it clear that we will not cover any of the following changes in risk after your policy has started, unless you have told us about them and we have agreed to cover them: • A change in the occupation, business description or business activities for which any insured vehicle is being used, as recorded in your schedule. • Any replacement of an insured vehicle with another vehicle, or any change in the registration number or identification number of an insured vehicle as recorded in your schedule and your certificate. • A change in the use of any insured vehicle outside: – the purposes you disclosed to us when taking out or renewing your policy, – the use of the insured vehicle recorded in your schedule, and – the limitations as to use recorded in your certificate. • Any change in the 'Drivers or classes of drivers whose driving is covered', as recorded in your certificate.

	• Any disqualification of any insured driver from driving, or if any insured driver has received any driving conviction. • Any change in the physical or medical condition of any insured driver impairing their ability to drive safely. • Any change in the address of the business, as recorded in your schedule and certificate. The business being wound-up, sold, carried on by a liquidator or receiver, or permanently discontinued. **Looking after your vehicles** We have updated general condition 2 to state that you must take all reasonable steps to protect other people, as well as any insured vehicle, from loss, damage or injury. In addition, we have included specific conditions that an insured vehicle must: • be fitted with correctly working lights, mirrors and braking systems, • use appropriate tyres complying with the minimum legal tread depth, • never be left unattended or unlocked with keys still inside the vehicle or any window or sunroof open, and • be equipped with oil and other necessary fluids, in addition to anti-freeze, as recommended by the manufacturer. **Your obligations in the event of a claim or prosecution and out rights in the event of a claim or recovery** We have updated our claims conditions under general conditions 3 and 4. Under the updated conditions, you must: • tell us within 48 hours after you become aware of any event which may lead to a claim under your policy, • make a report to An Garda Síochána within 24 hours after you become aware of any event of theft, attempted theft, vandalism, or any other malicious and deliberate act, • get our approval before you go ahead with any vehicle repairs, and • follow the other obligations we have set out to you. To let us know about a claim, contact us on 0818 18 18 18. Our claims service will make the process as easy as possible for you and talk you through everything step by step. **VAT (Value added tax)** We have included a new condition to highlight that claim payments are exclusive of VAT if you are VAT registered. **Policy enhancements** The general condition for 'policy enhancements' has been removed and no longer applies.
General exclusions	We have updated our general policy exclusions and also added additional exclusions to better highlight some of the general events, claims and losses that this insurance policy is not intended to cover. The new more specific general exclusions you should be aware of are: ● Airside liability exclusion; ● Pollution or contamination exclusion; ● Consequential loss exclusion; ● Date recognition exclusion; ● Sanctions exclusion; ● Data protection regulations breaches exclusion; ● Communicable viruses and diseases exclusion; ● Shortage of utility supplies exclusion; ● VAT (Value added tax).

Section 1 – Third party insurance cover	If 'Section 1–Third party insurance cover' is active under your policy, the following changes apply. **Additional exclusions** The exclusion applying to injury to any person in the course of their employment has been moved to the general exclusions of the policy, where it will also exclude damage to or loss of any person's property in the course of their employment.
Section 2– Loss or damage to the insured vehicle	If 'Section 2–Loss or damage to the insured vehicle' is active under your policy, the following changes apply. **Repairing your vehicle** We have included a new condition under the 'Repairing your vehicle' heading of Section 2, outlining that unless we agree otherwise, if you would prefer not to use our recommended repairers in the event of a valid claim, the maximum amount we will pay you for loss or damage to the insured vehicle is the equivalent cost of using our recommended repairers, as determined by our motor assessors. **Damage to your vehicle by an uninsured vehicle** We have included a new provision under Section 2, outlining that if you have a valid accidental damage claim involving another identified vehicle where: • the insured driver of your vehicle is not at fault, and • the other vehicle is not insured, the damage to the insured vehicle will be covered under this policy and any no claim discount will not be affected. However to avail of this you must report the accident to An Garda Síochána within 24 hours of the event, provide details of the uninsured vehicle including registration number, pay any excess, and notify the Motor Insurers' Bureau of Ireland about the claim.
Endorsements	**16. Including indemnity to hirer** If endorsement 16. 'Including indemnity to hirer' is active under your policy, the following additional exclusion applies: We will not pay a claim under this extension where there is an entitlement to payment under any other policy. **70. Including open driving** If endorsement 70. 'Including open driving' is active under your policy, the following additional provisions apply: The insured driver: • must not have cover under any other policy, • must not be a person in the motor trade driving the insured vehicle for the purpose of overhaul, upkeep or repair for you, and • must observes the terms, exclusions, conditions and endorsements of your policy in so far as they can apply. **74. Small commercial vehicle breakdown assistance** If endorsement 74. 'Small commercial vehicle breakdown assistance' is active under your policy, the following changes apply: <u>Roadside and doorstep assistance</u>

	The roadside assist benefit will apply as a roadside and doorstep assist benefit either at the roadside, your home address or your business address. New conditions and exclusions The following conditions and exclusions have been added to the small commercial vehicle breakdown assistance benefit: • MAPFRE will not pay a claim arising as a direct result of the unreasonable driving of the insured vehicle on unsuitable ground. • MAPFRE will not pay a claim if the insured vehicle is inaccessible or in an off-road location or cannot be transported safely or legally or without hindrance using a standard transporter / equipment. • MAPFRE will not be responsible to provide you with the services outlined under 'Completion of your journey within Ireland and Northern Ireland' if they are unable to do so as a result of the commercial conditions imposed by vehicle hire companies, for example requiring the driver to provide a full licence free of endorsements, a credit card deposit, or the requirement to return a hire vehicle to a pick up point. Deleted conditions and exclusions The following conditions and exclusions have been deleted from the small commercial vehicle breakdown assistance benefit: • The maximum number of breakdown assistance call-outs is subject to 3 in any 12 month policy term. • The assistance provider will always use best endeavours to recover the vehicle. The vehicle must not be fitted with modifications beyond the original manufacturer's specifications which could impede the recovery.

November 2022

Changes we introduced with policy booklet version CMV PD 2022 11 V1.0

Small Commercial Vehicle Breakdown Assistance	**Endorsement 74: Small Commercial Vehicle Breakdown Assistance** We have updated the endorsement section of the policy to reference vehicles up to and including a gross vehicle weight of 3500kg.

July 2021

Changes we introduced with policy booklet version CMV PD 2021 09 V1.0

Policy booklet changes	We have included new information to explain how changes will be made to this policy booklet. For details, you will need to read the information under 'This policy booklet' at the start of the document, together with the 'Changes to this policy booklet' information at the end of the document.
Your duty	The obligations relating to the insured's duty have been reviewed in line with the Consumer Insurance Contracts Act 2019. For details, you will need to read the 'Duty of disclosure' and 'Failure to meet this duty' information at the start of this policy booklet, together with the full outline of 'Your duty' under the General condition 1 of this policy booklet.
Policy cancellation	The cancellation condition has been reviewed in line with the Consumer Insurance Contracts Act 2019. For details, you will need to read 'Cancellation of the policy' (Condition 8), under the General Conditions of this policy booklet.

CMV PD 2023 04 V1.3

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