YOUR COMMERCIAL MOTOR INSURANCE

POLICY BOOKLET

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. Wider cover applies when you use our approved 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	If your policy includes the Breakdown assistance service, we will record this in your schedule. This service is provided separately by AA IRELAND LIMITED (AA). It gives you access to a 24 hour emergency assistance service in the event of vehicle breakdown. 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 Breakdown assistance service, including the terms, conditions, exclusions and limits that apply, see Section 3–Additional benefits– Breakdown assistance, in this policy booklet.

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 motor insurance policy 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

Stamp Duties Consolidation Act 1999

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

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**.

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 vehicle**, the purposes for which **your** vehicle is insured to be used and whether **you** are covered under **your policy** to drive any other vehicle.

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. An **excess** applies to certain **claims** made under **your policy**. The **excess** amounts are recorded in **your schedule**.

! For more information about **excess**, see the 'Excess' heading in the Key information section of this **policy** booklet.

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

- The vehicle recorded 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 the **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 vehicle** is 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 the **insured vehicle** with one of the same:

- make,
- model,
- specification,
- age and
- similar mileage or odometer reading.

But excluding:

Modifications not forming part of the standard vehicle specification, unless they were factory fitted prior to first registration, or **we** have otherwise agreed to include them.

Passenger

Any person being carried in or getting into or out of the **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 vehicle**,
- 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.

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 **our** Commercial motor insurance product, depends on **your** business or occupation, **your** vehicle, the uses and drivers of **your** vehicle, 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 **your 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,

together with a selection of other benefits as standard from:

- Section 3–Additional benefits.

Section 3 of this **policy** booklet also allows **you** to extend **your** protection by purchasing further additional benefits as optional extras. **Your** quotation and renewal documents will outline the standard and optional covers which apply to **your policy**.

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 or **damage** to **your insured vehicle**, will be limited to **claims** arising from:

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

together with a more limited selection of additional benefits as standard from:

- Section 3–Additional benefits.

Section 3 of this **policy** booklet also allows **you** to extend **your** protection by purchasing further additional benefits as optional extras. **Your** quotation and renewal documents will outline the standard and optional covers which apply to **your policy**.

Third party insurance cover

Third party only 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 **your insured vehicle**.

Section 3 of this **policy** booklet will only apply if **you** have purchased any additional benefits as optional extra. **Your** quotation and renewal documents will outline the standard and optional covers which apply to **your policy**.

Insured use

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

We do not provide cover when the **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 cover as recorded in **your schedule** for **events** which occur during the **period of insurance** in Ireland, Northern Ireland, Great Britain, the Isle of Man or the Channel Islands.

Travel to other territories within the EU / EEA

! To apply for an extension of **your** full **policy** cover for travel to any other territory within the European Union / European economic area, **you** must contact **us**.

Driving of other vehicles

! If **your policy** includes third party driving of other vehicles cover, this will apply while **you** are driving in Ireland and Northern Ireland only.

Breakdown assistance

! If **your policy** includes breakdown assistance, this will apply in Ireland and Northern Ireland only.

Your policy will continue to apply while the vehicle is in transit by sea (including loading and unloading), between any ports in the territories where cover is operative.

In addition, **we** will provide the minimum cover required by law in any of the territories noted above, including any country which is a member of the European Union 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 vehicle's insured value

If **you** have a valid **claim** for loss of or **damage** to **your insured vehicle**, **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**. 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:

  The maximum amount **we** will pay **you** is the **market value** of the **insured vehicle** at the time of loss or **damage**, as determined by **our motor assessor.**

! **We** will not provide any cover for modifications to the **insured vehicle**, unless they form part of the standard vehicle specification and were factory fitted prior to first registration, or **we** have otherwise agreed to include them.

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 the amount recorded in **your schedule**, inclusive of costs.
- Legal costs incurred with **our** written agreement to defend **you** in proceedings for manslaughter or dangerous driving causing death or serious bodily harm – is up to €2,500.

! The most **we** will pay under Section 2–Loss or **damage** to the **insured vehicle**, for:

- 'Towage and storage' cover – is up to €250 for vehicles up to and including a gross vehicle weight of 3500kg, up to €650 for vehicles with a gross vehicle weight over 3500kg.
- 'Theft of keys' cover – is up to €750.
- 'Fire brigade charges' – is up to €2,000.
- Repair or replacement of windscreen or window glass if **our** approved supplier is not used – is up to €223.

! The most **we** will pay under Section 3–Additional benefits, for:

- The 'medical expenses' benefit – is up to €500 each for bodily injury suffered in connection with the **insured vehicle** by any person in the **insured vehicle**.
- The 'windscreen and window glass' benefit if **our** approved supplier is not used – is up to €223 where glass needs to be replaced, or up to €30 in total to repair chips or cracks.

- The 'driver accident protection' benefit – is €30,000 for death; €15,000 for loss of sight in one or both eyes or loss of one or more limbs; up to €350 a week and €3,000 in total for hospital expenses after an **accident**; or up to €1,000 for medical and physiotherapy expenses.

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:

! Any replacement of the **insured vehicle** with another vehicle, or any change in the registration number or identification number of the **insured vehicle** as recorded in **your schedule** and **your certificate**.

! Any alteration to the mechanics, structure, performance or handling of the **insured vehicle**.

! Any change in the use of the **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 main driver of the **insured vehicle**.

! 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.

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 **your** vehicle is stolen, or
- if it is **damaged** maliciously or as a result of attempted theft.

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

You 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 should take the names and addresses of the other people involved and give them **your** details. **You** 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.

- **Our** standard **excess** amounts relate primarily to valid **claims** for **accidental damage** to the **insured vehicle**.
- Higher **excess** amounts will apply to valid **claims** for **accidental damage** while the **insured vehicle** is being driven by any provisional licence holder or driver under 25.

No **excess** will apply for a **claim**:

- due to fire, self-ignition, lightning, explosion, theft or attempted theft, or
- under Section 3–Additional benefits–Windscreen and window glass cover.

If an **excess** applies to any other type of **claim**, **we** will record this in **your schedule**.

Flexible excess

It may be possible to increase the **excess** amounts under **your policy** to avail of a lower **premium**, or to reduce the **excess** amounts under **your policy** for a higher **premium**. **You** can talk to **us** about **our** flexible **excess** options when **you** are taking out or renewing **your policy**.

Uninsured losses and looking after your vehicle

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 the **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 vehicle** 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 the **insured vehicle** caused by goods being carried in the vehicle,
- **Damage** to the **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, or
- Breakdown or servicing costs (other than any cover provided to **you** by AA IRELAND LIMITED (AA) as part of the 'Breakdown assistance' additional benefit).

You must take all reasonable steps to keep the **insured vehicle** in a roadworthy condition and safeguard it 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

Our Commercial motor insurance product includes 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	35%	0%
Two years	55%	
Three years	65%	
Four years	70%	35%
Five years	75% (maximum)	

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

- Fire and theft cover,
- Section 2– **Damage** to **your** vehicle by an uninsured vehicle,
- Section 3–Additional benefits–Windscreen and window glass, or
- Section 3–Additional benefits–Breakdown assistance.

For any other type of **claim**:

- If **your** point on the scale represents four years **claims** free or more, **your** discount level will reduce to 35% following a single **claim**, rather than being reduced to zero.
- If **your** point on the scale represents three years **claims** free or less, **your** discount level will reduce to zero.

You may be able to further protect **your** no **claim** discount by purchasing one of **our** no **claim** discount protection benefits:

- No claim discount protector,
- Step-back no claim discount protector, or
- Full no claim discount protection.

If any of these benefits are included under **your policy**, **we** will record this by **endorsement** in **your schedule**.

! **Your** no **claim** discount and **our** no **claim** discount protection benefits, 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.

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:

- Any replacement of the **insured vehicle** with another vehicle, or any change in the registration number or identification number of the **insured vehicle** as recorded in **your schedule** and **your certificate**.
- Any alteration to the mechanics, structure, performance or handling of the **insured vehicle**.
- Any change in the use of the **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 main driver of the **insured vehicle**.
- 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.

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 vehicle

You must take all reasonable steps to keep the **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 Resolution Board (PIRB).

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 **your 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**.

! This condition will not apply to Section 3–Additional benefits–Medical expenses or Section 3–Additional benefits–Driver accident protection, where either of these covers are active under **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.

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

You must return **your** current **certificate** and insurance disc.

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 including driving of other vehicles, if applicable, 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** will exclude 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 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,
3. while the **insured vehicle** is being driven by or is for the purpose of being driven in the charge of any person who is covered under another insurance policy.

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 or **damage** or loss to their property 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. Non-standard vehicles exclusion

In addition to any other vehicle restriction or vehicle that is recorded as being excluded in this **policy** booklet, **your schedule** or **your certificate**, **we** will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury arising from the use of any:

- public emergency service vehicle,
- military or law enforcement vehicle,
- tram or trolleybus, or
- vehicle on rails.

12. 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.

13. 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.

14. Transportation of hazardous or dangerous substances exclusion

We will not pay for any **claim**, loss, **damage**, cost, expense, consequential loss, financial loss, liability or injury as a result of hazardous or dangerous substances being transported in the **insured vehicle** or trailer, such as:

a) high explosives, dynamite, nitro glycerine, gunpowder or similar combustible articles,

b) highly flammable, corrosive, radioactive, toxic, poisonous or infectious substances in solid, liquid or gaseous form, or

c) environmentally hazardous articles or contaminants,

other than where these substances are used in connection with **your** business as a Farmer or Agricultural Contractor only, or if **we** have specifically agreed to cover the transportation of these substance and recorded this in **your schedule**.

15. 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**.

16. Consequential loss exclusion

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

17. 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**.

18. 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.

19. 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.

20. 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**.

21. 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**.

22. Excess

An **excess** is the part of a **claim** cost that **you** must pay. **Excesses** 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.**

23. 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** will exclude value added tax.

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 the **insured vehicle**. It provides protection in case of a road **accident**, which gives rise to **claims** being made against **you** or any **insured driver**.

- Cover for **damage** to someone else's property is limited to a specified amount which **we** record in **your schedule**, and
- 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 a specific amount 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 the **insured vehicle** recorded in **your schedule**.

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.

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 legal costs up to €2,500, incurred with **our** written consent, to defend **you** in proceedings in respect of:

1. manslaughter, or
2. dangerous driving causing death or serious bodily harm under the Road Traffic Acts,

arising from any personal injuries for which cover may be provided under this section.

Trailers

The cover provided under Section 1–Third party insurance cover, will extend to include the use of:

1. any trailer while attached to the **insured vehicle**,
2. any detached single axle trailer not exceeding 750kg gross weight.

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 the **insured vehicle** is drawing a greater number of trailers than is allowed by law.

✗ 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 **passenger** or **insured driver** of the **insured vehicle** or being carried in the **insured vehicle**,
2. death or bodily injury to any person driving the **insured vehicle** or in charge of the **insured vehicle** for the purpose of driving.
3. 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,

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.

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.

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

The purpose of this section is to cover **damage** caused to the **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 **your** vehicle through FBD's network of recommended repairers.

If any insured part or accessory of the **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.

Alternatively, 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 the **insured vehicle** is greater than five years old based on year of first registration and is no longer subject to a manufacturer or main dealer warranty, **we** may choose to repair it with parts which have not been made by the vehicle's manufacturer, but are of a similar standard.

Towage and storage

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

a) removing it to a competent repairer, and

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

The most **we** will pay for any one **claim** is:

- up to €250 for vehicles up to and including a gross vehicle weight of 3500kg, and
- up to €650 for vehicles with a gross vehicle weight over 3500kg.

Tools in vehicle

If the **insured vehicle** is stolen, **we** will pay for work tools that are in the **insured vehicle** and stolen at the same time.

The most **we** will pay for any one **claim** is up to €500.

We will not pay;

- unless there is a valid claim for theft of the **insured vehicle** at the same time,
- if the tools do not belong to **you**,
- if the tools are not associated with the occupation/business activity recorded in **your policy schedule**,
- for mobile phones, cameras or computers including laptops, tablets, and any software on any of them.

How total loss claims will be settled

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 the **market value** of such a vehicle immediately prior to the loss or **damage**, less any residual value.

We will be entitled to take possession of and dispose of **your damaged** vehicle, at any time during the course of the **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 **your** 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 the **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**.

Theft of keys

We will pay **you** up to a maximum of €750 to replace the locks and alarm on the **insured vehicle** if the key or keyless entry device for the vehicle is stolen by forcible and violent entry to or exit from:

1. **your** usual residence or any other private residence at which **you** are spending the night, or
2. any hotel room or guesthouse room at which **you** are spending the night.

We will not pay:

1. if **your** keys are stolen by deception or fraud or taken by a member of **your** family who normally lives with **you**, or
2. for any loss if **you** do not report the theft of keys within 24 hours on discovery to An Garda Síochána and in the case of a hotel or guesthouse, to the proprietors.

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. more than €223 per **claim** for repair or replacement of windscreen or window glass in the **insured vehicle**, unless **you** use the approved supplier **we** recommend to **you**,
6. 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,
7. 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**,
8. loss of or **damage** to any modifications on, in or to the **insured vehicle**, unless they form part of the

standard vehicle specification and were factory fitted prior to first registration, or **we** have otherwise agreed to include them,

9. the **excess** amount recorded in **your schedule**.

Section 3–Additional benefits

! The benefits outlined in this section will only apply to **your policy** if they are recorded in **your schedule**. If a benefit 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 are additional benefits?

The purpose of this section is to allow further benefits to be included under **your policy**, in addition to **your** core vehicle insurance cover.

We may provide additional benefits either as standard with the level of vehicle insurance cover **you** purchase, or as optional extras which **you** can purchase for an additional **premium**.

Your quotation and renewal documents will outline the standard and optional benefits which apply to **your policy**.

Further details of the benefits under Section 3–Additional benefits, if they are active under **your policy**, are outlined below.

Medical expenses

! This benefit 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.

Provided **you** are not eligible for a higher benefit under Section 3–Additional benefits–Driver accident protection, **we** will pay **you** medical expenses up to €500 each, for bodily injury suffered in direct connection with the **insured vehicle** by:

1. **you**,
2. an **insured driver**, or
3. any person in the **insured vehicle**,

arising from violent, **accidental**, external and visible means.

Breakdown assistance

! This benefit 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.

The service provided under breakdown assistance is a 24 hour emergency assistance service provided by AA IRELAND LIMITED (AA) 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. AA 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.

AA 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 AA will provide the following benefits:

Roadside and doorstep assist

AA 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, AA 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, AA 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

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

✗ Exclusions for vehicle breakdown assistance

AA 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 AA where a permanent repair has not been undertaken to correct the fault,
19. where an **insured driver** is clearly intoxicated.

! Conditions limiting responsibility

1. AA 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 AA and identification produced to the repairer, recovery specialist or other nominated agent.
3. If AA 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 AA'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. AA may refuse assistance where an **insured driver** is clearly intoxicated or under the influence of drugs.
7. AA 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. AA 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 AA's reasonable control.

Windscreen and window glass

! This benefit 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.

We will pay the cost of replacing or repairing any **accidental** breakage, cracking or chipping of glass in the windscreen or windows of the **insured vehicle**:

- without **you** having to pay a **policy excess**, and
- without any impact to **your** no **claim** discount.

In the **event** of a windscreen or window **claim you** will need to call **us** on 0818 953 953 for details of **our** approved supplier. If **you** do not use the approved supplier **we** recommend to **you**, **we** will only pay up to:

a) €223 per **claim**, where the windscreen or window glass cannot be repaired and needs to be replaced, or

b) €30 in total to repair a chipped or cracked windscreen or window glass, regardless of the number of chips or cracks which need to be repaired.

We will not pay under this benefit for:

1. **damage** to sunroofs,
2. **damage** to glass roofs, or
3. **damage** to mirror glass.

Driver accident protection

! This benefit 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.

We will pay one of the following benefits if **you** or any **insured driver** is **accidently** injured as a result of an **accident** while driving the **insured vehicle** which, within three months after the date of the **accident**, results in:

a.	death	€30,000
b.	total and permanent loss of sight in one or both eyes	€15,000
c.	loss of one or more limbs, or permanent loss of use of one or more limbs at or above the wrist or ankle	€15,000
d.	hospital expenses incurred after an **accident**, for which there is a **claim** under **your policy**	up to €350 a week and €3,000 in total
e.	medical and physiotherapy expenses	up to €1,000

We will not pay for:

1. any injury resulting from suicide or attempted suicide,
2. anyone who is driving under the influence of alcohol or drugs at the time of the **accident**,
3. any hospital benefit for the first three days of hospitalisation,
4. any **claim** of more than one benefit for the same bodily injury, or
5. any injuries caused by motor **accidents** which have not been reported to An Garda Síochána or other relevant policing authority.

New vehicle replacement

! This benefit 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.

We will, at **your** request, replace the **insured vehicle** with a new vehicle of the same make and model, if:

1. within 12 months of registration as new in **your** name, and
2. having an odometer reading of less than 50,000 kilometres,

the **insured vehicle**:

1. in **our** assessment sustains **damage** greater than 60% of the manufacturer's list price at the time of **damage**, or
2. is stolen and not recovered within four weeks from the date of theft.

If **you** have provided **us** with an estimated value, it must meet the **insured vehicle's** listed value as new, for New vehicle replacement cover to apply.

This provision is subject to the consent of any other party who has an interest in the **insured vehicle**.

We will be entitled to take possession of and dispose of the **damaged insured vehicle** if either **you** or any other interested party avails of this cover.

If it is not possible to provide a new vehicle replacement of the same make and model, **we** will only pay the cost of such vehicle as set out in the maker's last published price list, less any discounts that may have been applicable at the time of purchase.

Third party driving of other vehicles

! This benefit 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.

So long as **you** are not entitled to cover under any other policy, the cover provided under Section 1–Third party insurance cover, will also cover **you** in Ireland and Northern Ireland, while **you** are driving:

- a private car,
- a jeep, or
- a van,

other than the **insured vehicle**, provided:

1. it has a gross vehicle weight not exceeding 3,500 kg,
2. it can be driven with a category B driving licence,
3. it does not belong to **you**,
4. it is currently insured under a policy of insurance meeting the minimum insurance requirements of the Road Traffic Acts in another person's name,
5. it is not in **your** custody or control by reason of **your** employment,
6. it is not a hire or rental vehicle,
7. it is not hired to **you** under a hire purchase agreement,
8. it is maintained in a roadworthy condition in line with general condition 2 in this **policy** booklet, and
9. **you** continue to observe the terms, exclusions, conditions and **endorsements** of **your policy** in so far as they can apply.

We will not provide any cover under this benefit:

- except for third party only insurance as detailed in Section 1 of **your policy**, or
- where the above-noted vehicle type, weight and licence restrictions have not been fully complied with.

No claim discount protector

! This benefit 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.

Your no **claim** discount will not be affected by a **claim** insured under:

- Fire and theft cover,
- Section 2 – **Damage** to **your** vehicle by an uninsured vehicle,
- Section 3 – Additional benefits–Windscreen and window glass, or
- Section 3 – Additional benefits–Breakdown assistance.

Any other **claim** including liability to third parties and **damage** to the **insured vehicle**, will mean **your** no **claim** discount is impacted in line with **our** 'No claim discount protector' rules:

1. The level of no **claim** discount granted under **your policy** will not be reduced as a result of a single **claim** within a two-year **period of insurance** (24 months).
2. If **you** have a second **claim** in this period, **your** no **claim** discount will be reduced as follows:
   - 75% back to 65%
   - 70% back to 65%
   - 65% back to 65%
3. If **you** have a third **claim** in this period, **your** no **claim** discount will reduce to zero.

! **Your** no **claim** discount and **our** no **claim** discount protection benefits, 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.

Step-back no claim discount protector

! This benefit 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.

Your no **claim** discount will not be affected by a **claim** insured under:

- Fire and theft cover,
- Section 2 – **Damage** to **your** vehicle by an uninsured vehicle,
- Section 3– Additional benefits–Windscreen and window glass, or
- Section 3– Additional benefits–Breakdown assistance.

Any other **claim** including liability to third parties and **damage** to the **insured vehicle**, will mean **your** no **claim** discount is impacted in line with **our** 'Step-back no claim discount' protector rules:

1. A single **claim** under **your policy** in the **period of insurance** will result in **your** no **claim** discount being reduced as follows:
   - 75% will step back to 55%
   - 70% will step back to 55%
   - 65% will step back to 55%
   - 55% will step back to 35%

2. If **you** have more than one **claim** in the same **period of insurance**, **your** no **claim** discount will reduce to zero.

! **Your** no **claim** discount and **our** no **claim** discount protection benefits, 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.

Full no claim discount protection

! This benefit 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.

You can make a **claim** without it affecting **your** no **claim** discount. If **your** no **claim** discount is:

- 75% it remains at 75%
- 70% it remains at 70%
- 65% it remains at 65%
- 55% it remains at 55%
- 35% it remains at 35%

! **Your** no **claim** discount and **our** no **claim** discount protection benefits, 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.

Endorsements

! The following **endorsements** will apply where the corresponding **endorsement** number is recorded in **your schedule**. All **endorsements** are subject to the terms, exclusions, limitations and conditions of **your policy**.

! An **endorsement** will relate solely to the vehicle registration number and/or the person's name recorded next to the **endorsement** number in **your schedule**, unless otherwise stated in the **endorsement** wording.

C1. Accidental damage excess

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**:

1. due to fire, self-ignition, lightning, explosion, theft or attempted theft, or
2. under Section 3–Additional benefits–Windscreen and window glass cover.

C3. Third party insurance cover

Your policy 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.

C4. 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,
- towage and storage, **damage** to **your** vehicle by an uninsured vehicle, theft of keys and fire brigade charges.

Your no **claim** discount will not be reduced by a **claim** for fire, self-ignition, lightning, explosion, theft or attempted theft.

C5. Suspension of entire policy

All cover under this **policy** is suspended.

C8. 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**.

C9. 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**.

C13. 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**.

C16. Indemnity to hirer

We will **indemnify** any hirer of the **insured vehicle** 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.

C19. Open driving for full licence holders between the ages of 25 and 71

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

1. **you**,
2. any person, between the ages of 25 and 71 who is driving with **your** permission, provided that person holds or has held a full Irish, UK or EU licence to drive the **insured vehicle**, and
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.

C21. 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.

C22. 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 and any plant forming part of or permanently attached to the trailer will together be deemed to form a trailer.

But no cover will apply for:

1. liability arising from the use of the trailer or plant forming part of the trailer as a tool except 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.

C26. Liability to third parties arising from a detached trailer

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.

C34. Medical expenses

Medical expenses cover as outlined under Section 3–Additional benefits, is active under **your policy**.

C36. Windscreen and window glass

Windscreen and window glass cover as outlined under Section 3–Additional benefits, is active under **your policy**.

C54. Third party driving of other vehicles

Third party driving of other vehicles as outlined under Section 3–Additional benefits, is active under **your policy**.

C55. New vehicle replacement

New vehicle replacement cover as outlined under Section 3–Additional benefits, is active under **your policy**.

C68. 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.

C72. Breakdown assistance

Breakdown assistance as outlined under Section 3–Additional benefits, is active under **your policy**.

C75.Extension to European union / European economic area

a) The **policy** is extended to include any European Union member states or any other country within the European economic area. This includes any 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.

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** paid, 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 such **insured vehicle**, in any territory to which any such Acts or laws apply.

P84. Driver accident protection

Driver accident protection as outlined under Section 3–Additional benefits, is active under **your policy**.

P85. No claim discount protector

No claim discount protector as outlined under Section 3–Additional benefits, is active under **your policy**.

P86. Step-back no claim discount protector

Step-back no claim discount protector as outlined under Section 3–Additional benefits, is active under **your policy**.

C87.Full no claim discount protection

Full no claim discount protection as outlined under Section 3–Additional benefits, is active under **your policy**.

C90. Liability to third parties arising from any detached artic vehicle trailer in your care

The cover provided by Section 1–Third party insurance cover, will, subject to its terms and limitations, apply to any detached trailer provided that such trailer:

a) when detached from **your** vehicle remains at all times in **your** care, custody or control and

b) is not attached to a vehicle for which **indemnity** is not provided by this **policy**.

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.**

February 2024

Changes we introduced with this policy booklet version C3 PD 2024 02V1.0

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 new benefit, which we have introduced, will apply. **Tools in vehicle** If the **insured vehicle** is stolen, **we** will pay for work tools that are in the **insured vehicle** and stolen at the same time. The most **we** will pay for any one **claim** is up to €500. **We** will not pay; • unless there is a valid claim for theft of the **insured vehicle** at the same time, • if the tools do not belong to **you**, • if the tools are not associated with the occupation/business activity recorded in **your policy schedule**, • for mobile phones, cameras or computers including laptops, tablets, and any software on any of them.

C3 PD 2024 02 V1.1

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