Commercial Motor
Policy

Important Information
Please read and keep safe

| Retirement | Investments | **Insurance** |

AVIVA

Commercial motor policy

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Aviva Insurance Ireland DAC
Aviva Insurance Ireland Designated Activity Company, trading as Aviva, is regulated by the Central Bank of Ireland.
A private company limited by shares.
Registered in Ireland No. 605769.
Registered Office: Cherrywood Business Park, Dublin, Ireland, D18 W2P5.

Important

In case of accident immediate notice must be given to us. Aviva is very proud of its claims service. We know that this is when you need us most and we provide a speedy and efficient service to make the process as easy as possible for you

Our Right of Recovery

If by law the Company have to make a payment that we would not otherwise have had to make, we may seek recovery of that outlay incurred from you and/or the driver of the Vehicle.

Accident Line

Telephone: **1800 147 147** You can contact us 24 hours a day, 365 days a year for help on all motor claims including windscreen damage claims

In case of accident immediate notice must be given to us by phoning



Introduction

Your Policy and Schedule

We have enclosed your Policy Schedule and Road Traffic Act Certificate(s) of insurance and Disc(s) separately. You should read these as one document together with your Policy. The Schedule shows your cover and any extra benefits or amendments which may apply.

You have the right to cancel your Policy within the Cooling Off Period.

You need to return your Certificate and disc to the Company, so we can cancel the Policy. We will work out the premium for the period we have been insuring you and refund the balance.

If you cancel your Policy within this Cooling Off Period, you will not be subject to our short-period rates (please read the section 'Policy Cancellation Procedure' for more information.

The law which applies to the contract:

Under the relevant European and Irish legal provisions, the parties to the proposed contract of Insurance, we, Aviva Insurance Ireland DAC, and you, the Proposer, are free to choose the law applicable to the contract. We propose that Irish law will apply to the contract. The Insurer with which your contract will be concluded is Aviva Insurance Ireland DAC

Complaints Procedure

We aim to give excellent service to all our customers; however, we recognise that things may occasionally go wrong. We will do our best to deal with your complaint as effectively and quickly as possible. If you arranged your policy through an intermediary or broker, you can direct your complaint to them or to Aviva Insurance Ireland DAC at 1800 666 555. If your complaint relates to a claim, please let us know by: Phone 1800 147 147 or email at claimcomplaints@aviva.com.
You can also write to the Aviva Ireland Complaints Team - Aviva Insurance Ireland DAC, Cherrywood Business Park, Dublin, Ireland, D18 W2P5.

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

Financial Services and Pensions Ombudsman ('FSPO'), at Lincoln House, Lincoln Place, Dublin 2, D02 VH29.

Phone: 01 567 7000
E-mail: info@fspo.ie
Website: www.fspo.ie

You will not lose your right to take legal action if you contact the Financial Services and Pensions Ombudsman.

Commercial Motor Policy

Aviva Insurance Ireland DAC (hereinafter referred to as "the Company") will provide Insurance as expressed in this Policy in respect of bodily injury loss or damage occurring during any Period of Insurance in respect of which the Policyholder has paid or agreed to pay the premium. If more than one person is named as the Policyholder, the Insurance granted by this Policy applies jointly and individually to all such persons

This Policy booklet, the information you have provided (including any proposal form and declaration) the Schedule and the Certificate of Insurance, form the contract of insurance between you (the Policyholder) and us (Aviva Insurance Ireland DAC).

Special notes

The Schedule and Road Traffic Act Certificate(s) of Insurance and Disc(s) for this Policy are separately enclosed

In case of accident immediate notice must be given to the Company

Foreign use

If you require full cover when travelling outside Ireland or the United Kingdom we will need to supply you with a Green Card usually issued free of charge. Please contact us, in advance, with full details of your journey

Green Card

The Green Card is a document that is recognised in over 40 countries including all the countries in Europe

It offers no insurance cover. It is proof that the minimum legal requirements for third party liability insurance in any country for which the Green Card is valid are covered by the insured's own motor policy

Insurance Act 1936

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

Stamp Duties Consolidation Act 1999

The appropriate stamp duty has been or will be paid in line with Section 5 of the Stamp Duties Consolidation Act 1999

Definitions

Insurance Provided

Where the "Insurance Provided" is

1 "Comprehensive" all Sections of this Policy apply

2 "Third Party Fire and Theft" Section I applies only in respect of loss or damage caused directly by fire self-ignition lightning explosion or by theft or attempted theft

3 "Third Party" Section 1 does not apply

4 "Policy" means this Commercial Motor Policy

5 "Schedule" means the enclosed schedule document outlining the insurance cover in place

6 "The Company" means Aviva Insurance Ireland DAC

The Vehicle

"The Vehicle" means

1 Any vehicle mentioned by Description or by Registration Mark in the Certificate of Motor Insurance (referred to in this Policy as "the Certificate") bearing the number of this Policy as the Certificate Number which has been issued to the Policyholder and remains effective

2 Any trailer details of which have been notified to the Company

Drivers

The persons or classes of persons described in paragraph 6 of the Certificate

Period of Insurance

The period of time covered by the Policy, as shown in the Schedule, and any further period that the Company agrees to insure the Policyholder for

Cooling Off Period

The 14 working days after:

- the start date of the policy; or
- the day on which you receive your policy documents;

whichever is later.

ADDITIONAL COVER:

Fire brigade charges

We will pay for charges made by a fire authority under the Fire Services Act 1981 to:

- control or put out a fire in your vehicle (in circumstances which have given rise to a valid claim under your policy); or
- remove the driver or passengers from the vehicle using cutting equipment

The most we will pay is €1,000

Replacement lock cover

If the Vehicle keys or lock transmitter of your Vehicle is lost or stolen, we will pay for the cost of replacing:

1 the door locks and boot lock;

2 the ignition steering lock; and

3 the lock transmitter and central-locking interface

However, you must prove to us that any person who may have your keys or transmitter is likely to know where you keep your Vehicle.

We will not take off the excess and your no-claim discount will not be affected if you claim under this section.

The most we will pay in respect of this section is €1,000.

Section 1 – Loss of or damage to the Vehicle

The Company will pay for loss of or damage to the Vehicle including the accessories and spare parts or components whilst on the Vehicle and the reasonable cost of protection removal and redelivery to the Policyholder within the Republic of Ireland Great Britain Northern Ireland Channel Islands or the Isle of Man after repair of such loss or damage

We may at our sole discretion:

- repair or replace the Vehicle or any part of it using a repair service of our choice; or
- pay a cash amount for the loss or damage to the Vehicle not exceeding the amount our repair service states it would cost to repair or replace your Vehicle. Payment will not in any event exceed the current market value of the Vehicle or the value of the Vehicle shown in the Policy Schedule whichever is less.

In respect of loss or damage to radio receiving or transmitting equipment or audio equipment including car phone and such equipment being permanently installed, the maximum liability of the Company shall not exceed €750

WINDSCREEN DAMAGE

The Company will pay for loss of or damage to the glass in your Vehicle's windscreen or any other Vehicle window (not including the sunroof) and any scratching on the bodywork as a result of the breaking of the windscreen or any such Vehicle window.

We may at our sole discretion:

- repair or replace the windscreen; or
- pay a cash amount for the loss or damage

If you use our aligned windscreen repairers (phone **1800 147 147** for our current list of aligned repairers) for the replacement or repair, there is no limit. If you use any other windscreen repairer a limit of €225 will apply.

Any payment will not affect your no-claim discount (see Section 7), and we will not ask you to pay any Excess if you claim.

HIRING AGREEMENTS

If to the knowledge of and agreed by the Company the Vehicle is owned by a person other than the Policyholder or is the subject of a hiring, hire purchase, contract hire or leasing agreement payment under this Section may be made to the owner whose receipt will be a full and final discharge to the Company

AUTHORITY TO REPAIR THE VEHICLE

The Policyholder may authorise reasonable repairs to the Vehicle provided that a detailed estimate of the cost is sent to the Company immediately

The Company reserves the right to seek alternative estimates

CONCRETE MIXERS

No liability shall attach to the Company for loss of or damage to

(a) the drum or hopper of any concrete mixer/agitator or carrier and
(b) any machinery pipe or hose used for the processing or discharging of the load

resulting from the solidification of the concrete or any like substance

EXCEPTIONS TO SECTION I

The Company will not pay for

1 depreciation wear and tear mechanical or electrical breakdown or computer breakdown failures or breakages
2 damage to tyres unless such damage arises simultaneous to other loss or damage insured by this Policy
3 loss of use
4 loss of or damage to the Vehicle where any person entitled to drive under the terms of the Certificate or any person using but not driving the Vehicle
   (a) has at the time of the accident giving rise to a claim a breath blood or urine alcohol/drug level above the legal limit shown in the Road Traffic Acts and any further regulations or
   (b) is convicted of or has a prosecution pending for an offence under the Road Traffic Acts involving alcohol or drugs arising from the accident or the occasion giving rise to the claim
5 loss of or damage to the Vehicle caused by incorrectly fuelling the Vehicle, the use of substandard or contaminated fuel, lubricants or parts
6 any loss of or damage to the Vehicle, which does not arise from an accidental, sudden or unforeseen cause
7 loss or damage arising from confiscation or destruction by or under order of An Garda Siochana or any public authority.
8 loss of or damage (other than by fire lightning explosion or by theft or attempted theft) to the Vehicle resulting from overturning (including toppling, sinking or slipping) arising out of the operation as a tool of such Vehicle or of plant forming part of such Vehicle or attached thereto

Section 2 – Liability to third parties

The Company will indemnify the Insured Person (as defined below) against all sums which he shall become legally liable to pay for damages and claimant's costs and expenses and any other costs and expenses incurred with its written consent in respect of bodily injury (fatal or otherwise) or damage to property (payment in respect of such damage being limited to €2,000,000 in respect of any one claim or number of claims arising out of one cause) arising as a result of an accident caused by or in connection with

(a) the Vehicle

(b) the loading or unloading of the Vehicle

(c) the bringing of a load to the Vehicle for loading thereon or the taking away of a load after unloading therefrom by

(i) the driver or attendant of the Vehicle

(ii) any other person but only in respect of an accident caused or arising in a Public Place within the meaning of any relevant road traffic legislation

LEGAL REPRESENTATION

In addition the Company will pay

1 The Solicitor's fee for

(i) representation at any Coroner's Inquest or Fatal Accident Inquiry

(ii) defending in any Court of Summary Jurisdiction any proceedings

relating to any event which may be the subject of payment under this Section

2 The Company may at its own option and at the Policyholder's request also arrange and pay for reasonable legal services up to €1,300 for defence in the event of proceedings being taken for manslaughter or causing death by reckless driving or under Sub-Section (2)(a) of Section 53 of the Road Traffic Act 1961 for dangerous driving causing death or serious bodily harm where such proceedings or charges relate to any event which may be the subject of indemnity under this Section.

We will not be liable for any expenses you incur without our prior approval. You must have our written permission before any payment is made.

INSURED PERSON

"Insured Person" shall mean any one or more of the following on whose behalf payment is claimed and/or the legal personal representatives of any of them

1 The Policyholder – the individual or organisation to whom the policy is issued

2 Any person entitled to drive by the terms of the Certificate other than a person in the Motor Trade

3 The employer or partner of any person whose business use is permitted by the terms of the Certificate

4 Any person using (but not driving) the Vehicle with the permission of the Policyholder for social domestic and pleasure purposes provided that such use is permitted by the terms of the Certificate

5 At the request of the Policyholder any person (other than the person driving) in or getting into or getting out of the Vehicle

6 At the request of the Policyholder the Owner of the Vehicle

7 The attendant of the Vehicle

ATTACHED TRAILER

For the purposes of this Section only "The Vehicle" shall include any trailer or any one disabled mechanically propelled Vehicle which is attached to the Vehicle

ARTICULATED VEHICLE

For the purposes of this Section only an Articulated Vehicle consisting of a power unit and one superimposed trailer shall not be deemed to be a Vehicle drawing a trailer The clause headed "Attached trailer" providing for the towing of disabled Vehicles shall not be operative unless the power unit is being used without the superimposed trailer

UNLICENSED DRIVERS

Any requirements of the Certificate that the person driving must hold or have held a licence to drive shall be inoperative when a licence is not required by law provided that the terms of the Certificate are otherwise observed and the person driving is of an age to hold a licence to drive the Vehicle

APPLICATION OF POLICY LIMITS

In the event of any accident involving payment on behalf of more than one Insured Person any limitation by the terms of this Policy (or of any Endorsement thereon) of the amount of any payment shall apply to the aggregate amount of such payment on behalf of all such Insured Persons and such payment shall apply in priority to the Policyholder

EXCEPTIONS TO SECTION 2

Except so far as is necessary to meet the requirements of any road traffic legislation the Company shall not be liable in respect of

1 bodily injury to any person driving, or in charge of for the purpose of driving, the Vehicle

2 loss of or damage to

(a) material property belonging to or held in trust by or in the custody or control of the Insured Person

(b) the Vehicle

(c) property being conveyed by the Vehicle

3 bodily injury to any person arising out of and in the course of such person's employment by the Insured Person

4 any claim if the Insured Person (other than the Policyholder) is entitled to claim payment or indemnity under any other Policy

5 the operation as a tool of the Vehicle where the Vehicle is designed to operate primarily as a tool or of plant forming part of the Vehicle or attached thereto

Section 2 – *(continued)*

6 any person claiming in respect of personal injury to or illness to himself caused by or through or in connection with or arising from

(i) poisoning of any kind or foreign or deleterious matter in food or drink

(ii) anything harmful in the condition of any goods supplied at or from the Vehicle or the defective condition of the container of such goods

(iii) anything harmful or defective in any treatment given at or from the Vehicle

7 any person claiming in respect of personal injury or illness (including personal injury or illness causing death) to another person where such last mentioned person would be an excepted person under the preceding paragraph 6 if he were claiming himself in respect of such personal injury or illness and (where appropriate) such personal injury or illness had not caused his death

8 any Skip Bin whilst detached from the Vehicle

Section 3 – Territorial limits

The Policy will apply in respect of

1 events occurring in

(a) the Republic of Ireland and

(b) Great Britain Northern Ireland Channel Islands or the Isle of Man or in the course of transit by sea between any ports therein including processes of loading and unloading

2 the minimum indemnity required to comply with the laws relating to compulsory insurance of Vehicles in any country which is a member of the European Economic Community and any other country in respect of which the Commission of the European Economic Community is satisfied that arrangements have been made to meet the requirements of Article 8(1) of the EC Directive on insurance of civil liabilities arising from the use of motor vehicles (number 2009/103/EC).

3 any Vehicle for which an International Motor Insurance Card (Green Card) has been issued and remains effective

(a) while it is in any country to which such Green Card applies

(b) in direct connection with the transit (including processes of loading and unloading) of the Vehicle between any ports in countries to which the Green Card applies provided always that such transit shall be by any recognised sea passage of not longer duration under normal conditions than 65 hours

The Company will also indemnify the Policyholder against liability incurred by him for the enforced payment of Customs Duty on the Vehicle after temporary importation thereof into any country to which the Green Card applies provided that such liability arises as the direct result of any loss of or damage to the Vehicle which loss or damage is the subject of indemnity under this Policy

Section 4 – Indemnity to hirers

The indemnity provided by Section 2 (Liability to third parties) of the policy shall apply in respect of any person to whom the Vehicle is let on hire by the Insured but only in respect of the negligence of the Insured or any employee of the Insured

Provided that

1 such hire is permitted by the terms of the Certificate

2 the Hirer is not entitled to indemnity under any other policy

Section 5 – Emergency treatment

The Company will pay the cost of emergency treatment of injuries caused by or arising out of the use of the Vehicle where statutory liability for such treatment arises

A payment by reason of this Section shall not be regarded as a claim under this Policy for the purpose of Section 7 (No Claim Discount)

Section 6 – Vehicle in the custody of a motor trader

So far as payment to and the liability of the Policyholder is concerned General Exception 1 (Section 9) shall not apply whilst the Vehicle is in the custody or control of a member of the Motor Trade for the purpose of its overhaul upkeep or repair

Section 7 – No Claim Discount

We will reduce the renewal premium for The Vehicle at next renewal of this Policy according to our scale of No Claim Discount applying at that time

No claim must have been made, or have arisen, under this Policy in respect of The Vehicle during the Period of Insurance

No Claim Discount entitlement applies separately and individually to each Vehicle

Section 8 – Endorsements

This Policy is subject to the Endorsements in this Section which are stated in the Policy Schedule as being operative

E1 EXCESS – ACCIDENTAL DAMAGE

In respect of each and every occurrence the Company shall not be liable under Section 1 of the Policy (Loss of or damage to the Vehicle) for the first amount (specified in the Schedule as Excess) otherwise payable in respect of loss or damage to the Vehicle/trailer other than by fire self-ignition lightning explosion or by theft or attempted theft

E3 SPECIFIED TRAILERS

The cover granted by the Policy will extend to the trailers described in the Schedule while attached to the Vehicle for the purpose of being operated or drawn or detached and out of use

The Company shall not be liable in respect of any loss damage liability and/or injury arising out of any event occurring while any such Vehicle is drawing a greater number of trailers in all than is permitted by law

E8 ANTI-THEFT LOCKING DEVICE – TRAILERS

Notwithstanding anything to the contrary contained in this Policy no liability shall attach to the Company in respect of loss of or damage to any trailer (including a superimposed trailer being part of an articulated Vehicle) specified in the Schedule caused by theft or attempted theft unless such trailer is secured by an anti-theft locking device when detached and out of use other than when garaged on the Policyholder's premises or in a locked or guarded compound elsewhere

E9 EXCLUDING CROP SPRAYING

Except so far as is necessary to meet the requirements of any road traffic legislation no indemnity shall be provided by this Policy in respect of liability for death injury or damage caused by or attributable to any materials used or intended to be used for the purpose of spraying or otherwise applying to land or anything growing on the land

E10 INCLUDE ROAD TRAFFIC ACT COVER FOR DETACHED TRAILERS AND IMPLEMENTS

The indemnity provided by Section 2 of the Policy (Liability to third parties) shall apply in respect of any trailer or implement when detached from the Vehicle but only so far as is necessary to meet the requirements of any road traffic legislation

The Company shall not be liable by virtue of this endorsement to indemnify the Insured Person (as defined in Section 2 of the Policy (Liability to third parties)) in connection with any vehicle, trailer or implement while such vehicle is drawing a greater number of trailers or implements in all than is permitted by law

E11 AMENDED "PROPERTY DAMAGE" COVER

The limit of indemnity referred to in Section 2 of the Policy (Liability to third parties) against liability for damage to property is amended to the amount specified in the Policy Schedule against this Endorsement number

E14 CRANES – INCLUDING OVER-TURNING

Exception 8 of Section 1 - Loss of or damage to the Vehicle shall be inoperative

E15A INCLUSION OF THIRD PARTY WORKING RISK

(full cover)

Exception 5 in Section 2 of the Policy (Liability to third parties) is deleted

Provided that in respect of each and every occurrence or series of occurrences arising out of one cause in connection with any one Vehicle the company shall not be liable for the first €650 of any expenditure (including costs fees or expenses) for which provision is made under this Endorsement or of any expenditure in the exercise of the Company's discretion under Condition 5 in Section 10 of the Policy (Conditions)

E15B INCLUSION OF THIRD PARTY WORKING RISK

(excl. subsidence etc.)

Exception 5 in Section 2 of the Policy is deleted

Provided that while the Vehicle or any plant forming part of or attached to the Vehicle is being operated as a tool the Company shall be under no liability under Section 2 of the Policy (Liability to third parties) for or arising out of subsidence flooding or water pollution except so far as is necessary to meet the requirements of any road traffic legislation

Provided that in respect of each and every occurrence or series of occurrences arising out of one cause in connection with any one Vehicle the Company shall not be liable for the first €650 of any expenditure (including costs fees or expenses) for which provision is made under this Endorsement or of any expenditure in the exercise of the Company's discretion under Condition 5 in Section 10 of the Policy (Conditions)

E15C INCLUSION OF THIRD PARTY WORKING RISK

(LIMITED)

Exception 5 in Section 2 of the Policy (Liability to third parties) is deleted

Provided that while the Vehicle or any plant forming part of or attached to the Vehicle is being operated as a tool the Company shall be under no liability under Section 2 of the Policy (Liability to third parties) for or arising out of:

(i) subsidence flooding or water pollution

(ii) damage to pipes or cables

except so far as is necessary to meet the requirements of any road traffic legislation

Provided also that in respect of each and every occurrence or series of occurrences arising out of one cause in connection with any one Vehicle the Company shall not be liable for the first €650 of any expenditure (including costs fees or expenses) for which provision is made under this Endorsement or of any expenditure in the exercise of the Company's discretion under Condition 5 in Section 10 of the Policy (Conditions)

E17 INCLUDE THIRD PARTY WORKING RISK ON MOBILE PLANT

Exception 5 of Section 2 of the Policy (Liability to third parties) is deleted

Except so far as is necessary to meet the requirements of any

Section 8 – *(continued)*

relevant road traffic legislation the Company shall be under no liability under Section 2 of the Policy (Liability to third parties) of this Policy in respect of liability arising out of –

(a) the explosion of any vessel under pressure being part of plant attached to or forming part of the Vehicle

(b) the operation other than in or on the Vehicle of plant forming part of or attached to such Vehicle

E18 INCLUDE THIRD PARTY WORKING RISK ON MOBILE PLANT

Exception 5 of Section 2 of the Policy (Liability to third parties) is deleted

Except so far as is necessary to meet the requirements of any road traffic legislation the following is added to the Exceptions to Section 2 of the Policy (Liability to third parties)

10 any person claiming in respect of injury to property resulting from the manufacture construction alteration repair or treatment of such property by the Insured

11 any person claiming in respect of injury to person or property caused by or through property on which the Insured has carried out any process of manufacture construction alteration repair or treatment

12 any person claiming in respect of injury to person or property caused by or resulting from

(i) subsidence, flooding or water pollution

(ii) damage to pipes or cables

13 any person claiming in respect of injury to person or property arising out of the explosion of any Vessel under pressure being part of plant attached to or forming part of the Vehicle

E19 USE CONFINED TO SITES

The Company shall be under no liability while the Vehicle is being used elsewhere than on a site no part of which constitutes a "Public Place" within the meaning of any relevant road traffic legislation

E21 EXCLUDING DAMAGE WHILE IN USE AS A TOOL

The Company shall be under no liability under Section 1 of the Policy (Loss of or damage to the Vehicle) of this Policy in respect of loss of or damage to the Vehicle arising out of the operation as a tool of the Vehicle or of plant forming part of or attached to the Vehicle

E22 USE CONFINED TO OWN PREMISES

The Company shall be under no liability while the Vehicle is being used elsewhere than on the Insured's premises no part of which constitutes a "Public Place" within the meaning of any relevant road traffic legislation

E23 FATAL ACCIDENT BENEFIT

In the event of death of any person authorised to drive under this Policy due to accidental bodily injury, sustained as a driver (but only as a driver) of any motor vehicle insured by the Policy, the Company will pay an amount of €26,000 to the legal personal representatives of the deceased person

Exceptions to Endorsement E23

This insurance shall not apply in respect of death consequent upon –

(a) suicide

(b) motor cycling by any person insured

(c) any pre-existing physical defect or infirmity of any person insured

(d) any person insured being affected (temporarily or otherwise) by alcohol drug or solvent abuse

(e) any person insured having a blood/urine alcohol level in excess of the legal limit permitted by road traffic legislation

(f) any accident where Death does not occur within six calendar months from the date of accident

Conditions to Endorsement E23

1 All certificates information and evidence required by the Company shall be furnished at the expense of any claimant hereunder, and shall be in such form and of such nature as the Company shall prescribe

2 The Company shall be entitled at its own expense to have a post mortem examination

3 No assignee shall be entitled to any payment under this Endorsement

4 The receipt of the legal personal representatives of any person insured by this Endorsement, in respect of whom payment is made by the Company, shall be a full and valid discharge of the Company's liability under this Endorsement

Payment under this Endorsement shall not be regarded as a claim for the purpose of Section 7 (No Claim Discount)

E24 JOURNEYWISE ACCIDENT COVER

In the event of bodily injury to any Person Insured –

(a) While in entering or alighting from

(1) A motor vehicle

(2) Any train bus taxi aircraft boat ship or hovercraft but only as a fare paying passenger

(b) As a pedestrian involving any road vehicle train or aircraft which injury is the sole cause of the result for which benefit is claimed

The Company will pay

RESULT		**BENEFIT**
(a)	Death	€26,000
(b)	Total and permanent loss of sight in one or both eyes	€26,000
(c)	Loss of one or more limbs	€26,000

An amount of €130 for each complete day spent as an in-patient in hospital for a maximum 20 days

NOTES

1 The Company will not pay for any person insured more than one of Benefits (a) (b) or (c) in connection with the same accident

2 In the event of the death of any person insured the Death Benefit will be payable to the legal personal representatives

3 Notwithstanding anything contained herein to the contrary the territorial limits under this Endorsement are Worldwide

Exceptions to Endorsement E24

This insurance will not apply to bodily injury to any Person Insured consequent upon –

(a) suicide or attempted suicide

(b) any person who is –

(i) participating in racing rallies trials speed testing or motor cycling

(ii) driving with a blood/urine alcohol level in excess of the legal limit permitted by road traffic legislation or affected (temporarily or otherwise) by alcohol drug or solvent abuse

(iii) suffering from any pre-existing physical defect, or infirmity

(c) Any accident where death does not occur within six calender months from the date of accident

Conditions to Endorsement E24

1 Any person insured or his/her legal personal representatives must –

(a) Advise the Company in writing as soon as possible after any accident which may give rise to a claim under this Endorsement

(b) Produce at their own expense any medical certificates and other evidence which the Company may require

2 No assignee shall be entitled to any payment under this Endorsement

3 The Company will be entitled at its own expense to have a post-mortem examination

4 The receipt of any person insured or their personal representatives to whom payment has been made by the Company will be a full and valid discharge of the Company's liability under this Endorsement

5 The Company has the right to request any person insured to undergo medical examination at their expense

6 All Benefit under this Endorsement is forfeit if a fraudulent claim is made

Payment under this Endorsement shall not be regarded as a claim for the purpose of Section 7 (No Claim Discount)

E25 THIRD PARTY FIRE AND THEFT WHILST PERSONS HOLDING A PROVISIONAL DRIVING LICENCE OR LEARNER PERMIT IS DRIVING

The Company will not be liable under Section 1 of the Policy (Loss of or damage to the Vehicle) for loss or damage other than by fire self-ignition lightning explosion or by theft or attempted theft while the Vehicle is being driven by or is under the direct control of any person who holds a provisional licence or learner permit

E27 INDEMNITY TO PRINCIPALS

Notwithstanding General Exception 2 (Section 9) the Company will indemnify the Insured Person in the terms of Section 2 in respect of liability assumed by the Policyholder under an agreement with any person (the Principal) for the execution of work or services or in connection with access to any premises or road in the ownership or occupation of the Principal

provided that

(a) the Policyholder shall have arranged with the Principal for the conduct and control of all claims for which the Company may be liable by virtue of this Endorsement to be vested in the Company

(b) the Company shall not be liable by virtue of this Endorsement in respect of

(i) liability which attaches to the Principal by virtue of an agreement which would not have attached in the absence of such agreement

(ii) bodily injury to the Principal for any amount for which the Policyholder would not be liable in the absence of an agreement

(iii) damage to property belonging to or held in trust by or in the custody or control of the Principal for any sum in excess of the amount required to indemnify the Principal

(iv) liability which arises other than by reason of the negligence of the Policyholder or an employee of the Policyholder

E28 COMPREHENSIVE COVER WITH INCREASED EXCESS FOR SPECIFIED PERSONS

Endorsement E25 is inoperative while the Vehicle is being driven by or is under the direct control of the person(s) mentioned against this Endorsement number in the Schedule

In respect of such person(s) the amount for which the Company shall not be liable in terms of Endorsement E1 is as stated in the Schedule against this Endorsement number

E29 OPTIONAL NO CLAIM DISCOUNT STEP-BACK

Subject to the payment of an additional premium, if a single claim is made or arises during any Period of Insurance the "No Claim Discount" otherwise allowable at renewal shall be reduced as follows:-

5 years entitlement shall reduce to 2 years entitlement

4 years entitlement shall reduce to 1 years entitlement

Your no-claim discount is only protected on the Policy on which this optional cover is purchased. This cover does not protect your premium from increasing in the event of a claim(s).

E50 OPEN DRIVING 25 TO 70 YEARS HOLDING A FULL LICENCE

The Company will not be liable to indemnify the Insured Person in respect of any Section of the Policy whilst the Vehicle is being driven or in the direct control of

-Any person under the age of 25

-Any person over the age of 70

-Any person who does not hold a full European Union (EU) or full UK driving licence

E51 OPEN DRIVING 25 TO 70 YEARS HOLDING A FULL LICENCE AND NAMED DRIVERS

The Company will not be liable to indemnify the Insured Person in respect of any Section of the Policy whilst the Vehicle is being driven or in the direct control of

-Any person under the age of 25

-Any person over the age of 70

-Any person who does not hold a full European Union (EU) or full UK driving licence

Unless the person is named on the Schedule to the Policy

E53 IMPORTED VEHICLES

The Company will not be liable under Section 1 (Loss of or damage to the Vehicle) of the Policy for the cost of replacement parts required for the repair of the Vehicle if the parts are not available or out of stock from the manufacturers' European representatives or agents

The Policyholder shall be liable for the additional costs over the price shown in the latest manufacturers' European representatives or agents price list

E99 SPECIAL CLAIMS EXCESS FOR NON-DISCLOSURE OF PENALTY POINTS

In addition to any other rights available to us, if any answer(s) you have provided in response to our question(s) relating to Penalty Points is incorrect or inaccurate, an additional Policy Excess of up to €2,000 may apply in addition to any existing Policy Excess, which means that we may not pay for at least the first €2,000 of any claim. Where we are obliged to deal with a claim from a Third party, we may seek to recover the first €2,000 from you

Section 9 – General exceptions

The Company will not pay for

PERMITTED USE

1 any claim if to the knowledge of the Insured Person the Vehicle is at the time of the accident being driven or used other than in accordance with the terms of the Certificate

CONTRACTUAL LIABILITY

2 liability assumed by the Policyholder by agreement and which would not have attached in the absence of such agreement

RADIOACTIVE CONTAMINATION

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

(b) any legal liability of whatsoever nature

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

(i) ionising radiations or contamination by radio-activity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

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

WAR

4 any consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution insurrection or military or usurped power except so far as is necessary to meet the requirements of any road traffic legislation

TERRORISM

5 any loss damage, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss

for the purpose of this exclusion, terrorism means an act and/or threat of force or violence by any person or persons, whether acting alone or on behalf of or in connection with any organisation committed for political or other purposes with including the intention to influence any government and/or to put the public or any section of the public in fear

if the Company maintain that by reason of this exclusion any loss damage cost or expense is not covered by this policy, the burden of proving the contrary shall be upon the Insured

EARTHQUAKE RIOT AND CIVIL COMMOTION

6 any bodily injury loss of or damage to material property (except under Section 2) arising during or in consequence of

(a) earthquake

(b) riot or civil commotion

SONIC OR SUPERSONIC DAMAGE

7 loss destruction or damage (except under Section 2) directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

THE COMPANY WILL NOT PAY FOR

8 any accident, injury, loss, damage or liability which occurs where any person driving the Vehicle or any person using but not driving the Vehicle

(a) has at the time of the accident giving rise to the claim a breath blood or urine alcohol/drug level above the legal limit shown in the Road Traffic Acts and any further regulations or

(b) is convicted of or has a prosecution pending for an offence under the Road Traffic Acts involving alcohol or drugs arising from the accident or the occasion giving rise to the claim.

Section 9 – General exceptions – *(continued)*

CYBER EXCLUSION

Except so far as is necessary to meet the requirements of road traffic legislation the Company will not pay for the following

9 any liability arising directly or indirectly from or in connection with a Cyber Loss

For the purpose of this exclusion, Cyber Loss means any loss damage liability claim cost or expense of whatsoever nature directly or indirectly caused by contributed to by resulting from arising out of or in connection with any Cyber Act including but not limited to any action taken in controlling preventing suppressing or remediating any Cyber Act

Cyber Act means a deliberate unauthorised malicious or criminal act or series of related deliberate unauthorised malicious or criminal acts regardless of time and place or the threat or hoax thereof involving access to processing of use of or operation of any Computer system

Computer System means any computer hardware software communications system electronic device (including but not limited to smart phone laptop tablet wearable device) server cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input output Data storage device networking equipment or back up facility

Data means information facts concepts code or any other information of any kind that is recorded or transmitted in a form to be used accessed processed transmitted or stored by a Computer System.

SANCTIONS EXCLUSION

10 any loss damage liability cost expense or any other benefit of whatsoever nature where the provision of any payment in respect of such loss damage liability cost expense or any other benefit under this policy would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or any trade or economic sanctions laws or regulations, including those of the European Union, United Kingdom and United States of America.

POLLUTION

11 any liability in respect of pollution or contamination other than caused by a sudden and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place

The liability of the Company for all compensation payable in respect of such pollution or contamination which is deemed to have occurred during the period of insurance shall not exceed €2,000,000 in the aggregate

For the purpose of this clause 'pollution or contamination' shall be deemed to mean

(a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere; and

(b) all loss or damage or injury directly or indirectly caused by such pollution or contamination

Section 10 – Conditions

IDENTIFICATION

1 This Policy and any Endorsement thereon, the Policy Schedule and the Certificate(s) are to be read together and any word(s) or expression(s) to which a specific meaning has been attached in any of them shall bear the same meaning wherever it/they may appear

For the purpose of this Policy the word

(i) "Insured" appearing on any Endorsement shall have the same meaning as the word "Policyholder"

(ii) "Clause" appearing on any Endorsement shall have the same meaning as the word "Section"

PROPOSAL FORM AND INFORMATION YOU PROVIDE

2 You are under a duty to answer all questions, which we ask, honestly and with reasonable care. The answers in any proposal, statement of fact, declaration and any other document provided by you to us for this insurance must be true and complete. Any proposal, statement of fact, declaration and any other document provided by you to us will form part of your contract with us

In addition, any obligation of the Company to make any payment under this Policy is conditional upon the Policyholder or any other person on whose behalf payment is claimed observing the terms and conditions of this Policy in so far as they apply

ALTERATION OF RISK

3 You may lose all benefit and cover under this Policy if, since the start date of the Policy or your last renewal date (whichever is the latest), there is a material change in your circumstances (which includes any new circumstances or changes in circumstances which alter the subject matter of this Policy or the nature of the risk underwritten). To ensure you are fully protected, please tell us immediately of any changes in respect of circumstances relating to you, the other drivers covered under this Policy, your Vehicle or Vehicle insurance.

CLAIMS PROCEDURE

4 Injury loss or damage involving the Vehicle must be reported to the Company immediately with all the details we may need and in the event of the Vehicle being stolen immediate notice must be given to the nearest Garda Station

Every communication relating to such occurrence must be sent to the Company immediately and the Policyholder or any other person on whose behalf payment is claimed shall give all such assistance as the Company may require

Notice must also be given to the Company immediately the Policyholder or any other person on whose behalf payment is claimed shall have knowledge of any impending prosecution or inquest in connection with any such event

No admission of liability or offer or promise of payment whether expressed or implied shall be made without the written consent of the Company which shall be entitled at its own discretion to take over the conduct in the name of the Policyholder (or any other person entitled to indemnity or payments under this Policy) the defence or settlement of a claim or to prosecute in the name of the Policyholder (or such other person) for its own benefit a claim for indemnity or damages or otherwise

CLAIMS CONTROL

5 In connection with any one claim or number of claims arising out of one cause for payment against liability in respect of loss of or damage to material property the Company may at any time pay to the Policyholder the amount of the indemnity provided by this Policy (after deduction of any sum or sums already paid as compensation) or any less amount for which such claim or claims can be settled

Upon such payment being made the Company shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of costs and expenses of litigation recoverable or incurred in respect of matters prior to the date of such payment

OTHER INSURANCES

6 If at the time any claim arises under this Policy there is any other existing insurance covering the same accident injury loss or damage the Company shall not be liable to pay or contribute more than its rateable proportion of any loss damage compensation costs or expenses

Nothing however in this Condition shall impose on the Company any obligation to make any payment under this Policy from which it would have been relieved under Exception 4 to Section 2 of the Policy (Liability to third parties) or Section 4 of the Policy (Indemnity to Hirers) of this Policy but for the terms of this Condition

VEHICLE MAINTENANCE, SAFEGUARDING FROM LOSS

7 You must take all reasonable steps to prevent accident, injury, loss or damage. While unattended, the Vehicle must not be left unlocked, or the keys to the ignition left with or in the Vehicle or windows or sunroof left open. You must ensure the Vehicle is kept in a roadworthy condition, which includes ensuring that the tread depth on your Vehicle tyres are within the legal limits and if required that your Vehicle has a current (CVRT) Certificate. You must ensure the Vehicle is properly compliant with all Road Traffic legislation at all times.

No cover operates under this Policy where any accident, injury, loss, damage or liability occurs and any person driving the Vehicle or any person using but not driving the Vehicle

(a) has at the time of the accident giving rise to the claim a breath blood or urine alcohol/drug level above the legal limit shown in the Road Traffic Acts and any further regulation; or

(b) is convicted of or has a prosecution pending for an offence under the Road Traffic Acts involving alcohol or drugs arising from the accident or the occasion giving rise to the claim.

If you do not comply with this Vehicle maintenance, safeguarding from loss condition and do not take all reasonable steps to prevent accident, injury, loss or damage

(i) no cover operates under this Policy; and

(ii) if we have to meet any legal liabilities under

Section 10 – *(continued)*

this insurance as a Road Traffic Act insurer, we have the right to ask you (or any other person) to repay us that outlay.

Personal belongings should be placed in the locked boot, glove box or closed storage compartment when your Vehicle is unattended.

You must allow us to examine your Vehicle at any time.

POLICY CANCELLATION PROCEDURE

8 In addition to your ability to cancel the Policy within the Cooling Off Period you may cancel this Policy at any time by notifying us and returning your Certificate of motor insurance and windscreen disc to us. If you cancel the Policy after the Cooling Off Period, as long as no claim has happened during the current Period of Insurance, we will work out the premium for the period for which we have insured you and refund any balance, provided that the refund due to you amounts to at least €20.

If you cancel the Policy after the Cooling Off Period, we will not refund any premium if you have made a claim or if one has been made against you during the current Period of Insurance. If you pay your premium by monthly instalments (direct debit) and you have made a claim, or one has been made against you, the balance of the annual premium will become payable to us upon cancellation after the Cooling Off Period.

If you cancel the Policy after the Cooling Off Period and during the first year of this Policy, the refund will be based on our short-period rates.

Short Period Rates	
Period for which policy cover operated in the 1st year	Percentage of annual premium refundable
After the Cooling Off Period but not exceeding 1 month	70%
Not exceeding 2 months	60%
Not exceeding 3 months	50%
Not exceeding 4 months	40%
Not exceeding 5 months	30%
Not exceeding 6 months	20%
Not exceeding 7 months	10%
8 months or over	0%

We may cancel this Policy by sending 10 days' notice by post to your last known address. You will then be entitled to a refund of part of your premium. If you wish to cancel your Policy within the Cooling Off Period, please read the section 'Your Policy and Schedule' for more information.

ARBITRATION

9 Any dispute between the Policyholder and the Company on the Company's liability in respect of a claim or the amount to be paid shall, in default of agreement, be referred within twelve months of the dispute arising, to an Arbitrator, appointed jointly by the Policyholder and the Company in agreement, or failing agreement, appointed by the President for the time being of the Law Society of Ireland and the decision of such Arbitrator shall be final and binding on both parties If the dispute has not been referred to arbitration within the aforesaid twelve month period, then it shall be deemed to have been abandoned and not recoverable thereafter

AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

10 Nothing in this Policy or any endorsement thereon shall affect the right of any person insured by this Policy (or of any other person) to recover an amount under or by virtue of the provisions of the law of any territory in which this Policy operates relating to the insurance of liability to Third Parties

But the Policyholder shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the provisions of such law

MID TERM ALTERATIONS

11 If you make an alteration to your policy and this results in an adjustment in premium, we will not charge you for premium adjustments less than €20, nor will we refund you any premium amounts of less than €20

DRIVING LICENCE CONDITIONS

12 Before the Company will make any payment under this Policy

(a) any person whose driving is covered by the terms of the Certificate must hold a licence to drive the Vehicle or if having held a licence to drive must not have been disqualified from holding that licence

(b) Any person whose driving is covered by the terms of the Certificate must comply with any restriction, condition and limit on their driving licence including any restriction relating to the class of Vehicle being driven or any other licence condition that may apply

(c) Any learner permit holder whose driving is covered by the terms of the Certificate must specifically comply with any legal requirement to be accompanied at all times by a full driving licence holder while the learner permit holder is driving. The learner permit holder must comply with all restrictions, conditions and limits of their learner permit as prescribed by the Road Traffic Acts and any other regulations, which apply to such learner permit holders while driving.

FRAUD

13 You may lose all benefit under this Policy if any claim is fraudulent in any way or if you or anyone acting on your behalf has used any type of fraud relating to this insurance Policy (this includes exaggerating a claim, making a claim which is in any way false, or use of any false or stolen documents when making a claim).

You may lose all benefit under this Policy if you have not answered all questions, which we have asked, honestly and with reasonable care (including any answers or information you have provided to us that may have affected our decision to provide cover or in calculating the Policy premium) or if you have used any false or stolen documents in applying for the cover provided under this Policy.

In the event of any fraud relating to this insurance Policy we may cancel the Policy and retain the premium paid.

Section 10 – *(continued)*

INFORMATION OR CHANGES WE NEED TO KNOW ABOUT

14 You must immediately tell us about:

1. any change or replacement of the Vehicle or if you sell or dispose of the Vehicle;
2. a change to any driver that may drive the Vehicle;
3. any change in your occupation or any change in the way the Vehicle is used, (for example carriage of your own goods to the carriage of goods for delivery on behalf of others);
4. if the Vehicle is given access to any hazardous sites or locations (for example access to airside or any other restricted parts of an airport), or begins carrying explosive, corrosive, chemical, inflammable or hazardous goods;
5. any change in the address at which the Vehicle is normally parked overnight;
6. any modifications to the Vehicle;
7. any change affecting ownership of the Vehicle;
8. any accident, loss or claims made against you or any driver that may drive the Vehicle in the last five years, and/or any claims currently outstanding/pending, that have not already been advised to us (excluding any windscreen, fire or theft claims);
9. any convictions, offences, driving disqualifications or prosecutions pending of any nature (for example, but not limited to, fraud, theft or handling stolen goods) that are not considered a 'spent conviction' under the Criminal Justice (Spent Convictions and certain Disclosures) Act 2016 that have not already been advised to us;
10. any driver(s) who within the past 5 years, has been
    1. refused a renewal of an insurance policy,
    2. had a policy of insurance cancelled,
    3. had an increased excess or reduced level of policy cover imposed on a motor policy (excluding terms imposed for convictions, claims or penalty points), by any insurer, that has not already been advised to us;
11. any medical condition, that impairs any driver's ability to drive, that has not been advised to the National Driving Licence Service or that has not already been advised to us;
12. any changes to the current and valid driving licence, which each driver is required to hold, that prevents a driver from legally being allowed to drive in the Republic of Ireland.

If you don't give us full and correct information, or tell us about the above changes, we may refuse to pay all or part of a claim. Therefore, to ensure you are fully protected if you are unsure whether you need to tell us of a change in respect of your circumstances, please contact your broker immediately.



For our joint protection, we may record and monitor phone calls.

Aviva Insurance Ireland DAC
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