ARRANGED BY

Ivernia INSURANCE

Ivernia Van Insurance

Policy Document

Arch

Ivernia Insurance is regulated by the Central Bank of Ireland. Arch Insurance (EU) DAC is based in Ireland with its registered offices at 2nd Floor, Block 3, The Oval, 160 Shelbourne Road, Ballsbridge, Dublin 4, registered number 505420. Arch Insurance (EU) DAC is regulated by the Central Bank of Ireland.

Windscreen Line

+353 (0)1 8271264

Call this 24hr number to arrange for **Your** windscreen to be repaired or replaced.

Claims Line

+353 (0)1 8271262

Call this 24hr number if **You** need to report a claim on **Your Policy.**

Breakdown Assistance

+353 (0)91 560602

Call this 24hr number if **You** need roadside assistance, home-start, vehicle recovery or journey completion.

Updating Your Policy

Please contact **Your** broker if **You** need to make a change to **Your Policy.**

This Policy is underwritten by:

Insurance Cover	Underwriter
Loss and Damage to the **Insured Vehicle**	Arch Insurance (EU) DAC
Liability to Other People	Arch Insurance (EU) DAC
Breakdown Assistance	MAWDY

Arch Insurance (EU) DAC

2nd Floor
Block 3
The Oval
160 Shelbourne Road
Ballsbridge
Dublin 4
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MAWDY

22-26 Prospect Hill
Galway
H91 TVF8
MAPFRE ASISTENCIA Compania Internacional De Seguros Y Reaseguros, S.A., trading as MAWDY, is authorised by Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda in Spain and is regulated by the Central Bank of Ireland for Consumer Protection Rules.

Ivernia Van Insurance | Useful Numbers

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Welcome to Ivernia Insurance

Thank **You** for purchasing **Your** Ivernia Van Insurance **Policy**. **We** would like to take this opportunity to welcome **You** as a **customer** of Ivernia Insurance.

Ivernia is an Irish owned underwriting agency established in 2017. Ivernia is committed to delivering innovative insurance products with outstanding customer service.

You should have this **Policy** booklet along with **Your Policy Schedule**, **Certificate of Motor Insurance** and insurance disc. These documents provide evidence of a legally binding contract of insurance between **You** and **Us**. Please read all documentation carefully, including the terms, conditions and exceptions to ensure they meet **Your** needs. If they do not meet **Your** needs, please return them to **Us** or **Your** insurance broker immediately. If the insurance described does not give **You** everything **You** need, please tell **Us** immediately.

This insurance contract is based on the information provided by **You** or on **Your** behalf at the time **You** applied for this insurance **Policy**. This information is presented in the Statement of Facts document. Please tell **Us** at once if **You** have made any mistakes or if the information provided by **You** is not accurate or complete, otherwise this **Policy** may not be valid.

Ivernia do not make any personal recommendation in connection with the sale of this insurance product.

Ivernia Insurance Ltd. is regulated by the Central Bank of Ireland. Ivernia Insurance Ltd. is registered in Ireland, registration number 298455.

Important Information

Governing Law

Under the relevant European law and Irish legal provision, the parties to the proposed contract of insurance are free to choose the law applicable to this contract. Unless agreed otherwise, **We** propose that the law of the Republic of Ireland will apply.

Language

The language for contractual terms and communication will be English.

Stamp Duties Consolidation Act 1999

Stamp duty has been or will be paid to the Revenue Commissioners in line with section 5 of the Stamp Duties Consolidation Act 1999.

Insurance Act 1936

All money which becomes due under this **Policy** will be paid in the Republic of Ireland in line with section 93 of the Insurance Act 1936.

Currency

All monies payable under this **Policy** will be paid in Euros, unless specified to the contrary.

Data Protection Notice - Personal Information

Ivernia Insurance Limited ("Ivernia Insurance") is committed to protecting all personal data which **We** collect, use, and store.

Information Collected

We must collect **Your** personal data such as contact details, drivers licence number, and vehicle registration number in order to provide **Our** services. This information may be collected from a variety of sources, including directly from **You**, a joint **Policy** holder or from third parties, for example a nominated representative for **You**, **Your** insurance company or broker. Where we process **Your** information, this will generally be done so to administer **Your** insurance **Policy** or for legitimate purposes such as recording telephone calls for training, fraud analysis and quality purposes.

For a full breakdown of the information **We** process, please see **Our** full Privacy **Policy**.

Purpose of the processing

The main purposes for which Ivernia Insurance uses **Your** personal information are to provide a quote, setup, administer and manage **Your Policy** and to carry out marketing and analytics.

Consequences of not providing Us with information

You can choose not to give **Us** personal information, however this may have an effect on **You**. **We** may need to collect personal information by law, or to enter into or fulfill a contract **We** have with **You**. If **You** choose not to give **Us** this personal information, it may delay or prevent **Us** from fulfilling **Our** contract with **You** or doing what **We** must do by law. It may also mean that **We** cannot provide **You** with a quote or manage **Your** policies with **Us** which means **We** may need to cancel a product or service **You** have with **Us**.

Retention

We will only retain **Your** personal data for as long as necessary to fulfill the purposes **We** collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. Any records **We** hold will be done so in line with **Our** retention **Policy** which **We** determined by analysing the amount, nature and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of **Your** personal data, the purposes for which **We** process **Your** personal data and whether **We** can achieve those purposes through other means, and the applicable legal requirements.

Credit-reference checks and fraud-prevention, anti-money laundering and counter-terrorism financing checks

We may check the information **You** provide against other information available to the public. This could include information from the electoral roll and court judgements, bankruptcy or repossession and other insurance industry databases. This may involve carrying out checks for bankruptcy and other judgements, to prevent fraud, anti-money laundering and counter-terrorism financing checks. These checks will be governed by data-protection law.

We may share the results of these checks with other companies in the Ivernia Insurance Group, other insurers and their agents, credit-reference agencies, fraud-prevention agencies and others concerned with fraud, the Garda Síochána (or local police) and other law-enforcement agencies, government agencies or regulatory authorities. **We** may use this information to help **Us** assess risk, credit, **Our** insurance decisions and to meet **Our** legal and regulatory responsibilities. Other companies in the Ivernia Insurance Group may do the same for similar purposes.

Statistics

We may change personal information so that **You** cannot be identified. That information will then not be covered by this notice or data-protection law as it is anonymous. **We** may use it for insurance administration purposes including analysing trends, carrying out actuarial work, planning how **We** deliver services, assessing risk, costs and charges.

Sharing of Information

Information provided by **You** will be treated in confidence, however in order to administer **Your Policy** and detect and prevent crime **We** may share or verify information about **You** or **Your** claims history with;

- **Our** agents and service providers and other companies working with Ivernia Insurance Ltd, Arch Insurance (EU) DAC, MAWDY and other insurers, either directly or through people acting for **Us** and them (such as loss adjusters, private investigators and solicitors);
- any agent acting for **You**;
- recognised trade, governing and regulatory organisations **We** belong to or are governed by;
- the Garda Síochána (or local police), other law-enforcement agencies, government agencies or regulatory authorities, and any other person or organisation if needed by law; and
- any other person, where necessary, to perform any insurance contract with **You**, so **We** can protect ourselves from risk or to make sure **We** meet with regulations or good governance.

International Transfers

We may share **Your** personal data with outside organisations. Some of **Our** suppliers who provide **Us** with services such as IT security and data hosting may process data outside the European Economic Area ("EEA"). In the event that **Your** personal data will be processed outside of the EEA **We** will ensure that adequate safeguards are implemented as per the requirements set out under the General Data Protection Regulation (GDPR).

Insurance Link

We share information with the Insurance Link database, run by Insurance Ireland. This information stored by Insurance Link includes identification details and the nature of any damage suffered by anyone involved in a claim, in some cases including the types of injuries. As previously stated this information may be shared with other insurers or government authorities.

We use this service to:

- prevent fraud and protect **customers** and assess information at the underwriting stage (when **We** decide on risk and whether to provide insurance);
- prevent multiple claims for the same injury or damage; or
- investigate fraud and check on the accuracy of information provided.

If **We** find, by using Insurance Link, that previous claims have been made, **We** may share information on those claims. **You** can find more information on Insurance Link on their website, www.inslink.ie.

We may also use the information **You** provide to get information from the National Insured Vehicle and Driver File held by the Department of Transport.

Marketing

If **You** have chosen to opt-in. **We** may from time to time contact **You** using the information **You** have provided in relation to **Our** products and services or to tell **You** about any important changes. **We** may contact **You** by phone, post, email or text message.

We may also use **Your** information for these purposes after **Your Policy** has ended, unless **You** have chosen to opt-out.

How to opt out

You can change **Your** mind at any time about receiving marketing information from **Us**. Each time **We** contact **You** electronically with marketing information or a marketing message, **You** can choose not to receive further marketing information from **Us** to that email address or phone number. This is known as an 'opt-out'. If **You** wish to 'opt-out', please call **Your** Broker or email **Us** at info@ivernia.ie. Please make sure **You** tell **Us** about any changes to **Your** marketing preferences for each address, email address or phone number **You** have registered with **Us** which is affected.

Data Subject Rights

You should also be aware of certain rights available in relation to **Your** personal data. However, not all rights listed are applicable in every circumstance:

- Right to access **Your** data;
- Right to rectification;
- Right to erasure;
- Right to restriction of processing;
- Right to move **Your** data (data portability);
- Right to object to processing;
- Right to withdraw consent if **You** previously gave consent in relation to processing of personal data;
- Right not to be subject to a decision based solely on automated processing, including profiling;
- Right to lodge a complaint with the Data Protection Commission. Email: info@dataprotection.ie, or phone: +353 (0) 1 7650 100

Where **You** ask **Us** to provide **You** with a copy of the information **We** hold about **You**, or enforce a data protection right, **You** can do so by writing to **Our** Data Protection Officer. Please allow up to thirty (30) days for **Us** to complete this request. Should **You** require further information on how **We** process **Your** personal data, **Our** full privacy notice is available on **Our** website https://www.ivernia.ie/

This Notice is not a standalone document. It contains a brief description of the information **You** need to understand how **Your** personal data is used by Ivernia Insurance Ltd and Arch Insurance (EU) DAC and should be reviewed in conjunction with Ivernia Insurance Ltd's Privacy Policy which is available online at https://www.ivernia.ie and Arch Insurance (EU) DAC's Privacy and Data Protection Policy which is available at https://www.archcapgroup.com.

If **You** have any questions about **Your** personal data, **You** can contact Ivernia Insurance Ltd or Arch Insurance (EU) DAC using the details below.

Ivernia Insurance Ltd
Email: info@ivernia.ie
Data Protection Officer, Ivernia Insurance Ltd, Ravenscourt Office Park, Sandyford Industrial Estate, Dublin 18, Ireland

Arch Insurance (EU) DAC
Tel: 001-914-872-3600
Email: ArchDPO@archcapservices.com
Data Protection Officer, Level 2, Block 3, The Oval, 160 Shelbourne Road, Ballsbridge, Dublin 4

Understanding the Jargon

At the start of every section in the **Policy**, **You** can review the meanings of the different terms and phrases that are used.
Wherever the following words or phrases appear in **Your Policy**, they will have the meaning given below unless stated otherwise: Also where the context requires:

- words in the singular will include the plural and vice versa; and
- words expressed in one gender shall include all genders; and
- references to 'a person' shall include any individual, company, partnership or any other legal entity; and
- references to a statute, regulation or trade terms of contract will be construed to include all its amendments or replacements.

Please note that all headings within the **Policy** are included for convenience only and will not form part of this **Policy**.

Definitions

Accessories

Standard manufacturer parts or products specifically designed to be fitted to the **Insured Vehicle**

Act of Terrorism

means an act, including but not limited to the use of force or violence and/or threat, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s) working, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, through fear.

Approved Repairer

A motor vehicle repairer that **We** have approved and authorised to carry out any necessary works to repair any damage made to the **Insured Vehicle** following a valid claim made under the **Policy**.

Approved Windscreen Repairer

A company that **We** have approved and authorised to carry out any necessary repairs or replacement of windscreen glass or window glass in the **Insured Vehicle** following a valid claim made under the **Policy**.

Continuing Restrictive Condition

Is any condition in this **Policy**, however expressed, that purports to require **You** to do, or not to do, a particular act or acts, or requires **You** to act, or not to act, in a particular manner (and any condition the effect of which is that a given set of circumstances is required to exist or to be maintained or not to exist shall be taken as falling within this definition).

Certificate of Motor Insurance

The document that proves **You** have the insurance **You** need by law. The certificate shows who is insured to drive the **Insured Vehicle**, the purposes of use and the vehicles **You** are allowed to drive.

Customer

Any person who requests, is offered or is provided with financial services from a regulated entity, including potential and former customers.

Endorsement

An additional clause that either alters the details shown in the **Schedule** or a term or terms contained in this **Policy.**

Excess

The amount, as shown in the **Schedule,** that **You** must pay towards each claim.

Insured Vehicle

The **Insured Vehicle** described in the current **Schedule** and **Certificate of Motor Insurance** and any **Insured Vehicle**:

- **You** have given **Us** details of;
- **We** have provided a **Certificate of Motor Insurance** for; and for which the insurance is still in place; or
- any **Insured Vehicle We** have agreed to temporarily transfer cover to.

Market Value

The reasonable cost of replacing the **Insured Vehicle** with one of the same make, model and similar age, mileage and condition at the time of the accident or loss.

Partner

Your husband or wife or civil partner or partner you are permanently living with.

Period of Insurance

The period shown in the **Schedule** and the **Certificate of Motor Insurance** and any further period for which **We** agree to insure **You**.

Policy

Means this, **Your** van insurance **Policy**.

Schedule

The document containing a summary of the insurance cover that applies.

Statement of Fact

The document completed by **You**, or on **Your** behalf by either an insurance broker or somebody else, and all the information **You** gave and the declarations made at the time the insurance was arranged and on which **We** have relied when agreeing to offer this **Policy**.

Territorial Limits

Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands.

Passengers

All non-fare paying passengers (excluding hitch-hikers) being transported in the **Insured Vehicle** at the time assistance is required.

We, Us, Our, Insurer

In relation to the arrangement and administration of the **Policy**, 'We', 'Us' or 'Our' means Ivernia Insurance Limited.

In relation to the cover provided under Loss and Damage to the **Insured Vehicle**, Liability to other People, General Conditions and General Exceptions ‘We’, ‘Us’, ‘Our’ or 'Insurer' means Arch Insurance (EU) DAC.

In relation to the cover under Breakdown Assistance, General Conditions and General Exceptions ‘We’, ‘Us’, ‘Our’ or 'Insurer' means MAWDY.

Working Day

A day which is not a Saturday, Sunday or public holiday

You, Your, the Insured

Any person or person named on the **Schedule** and the **Certificate of MotorInsurance** entitled to drive the **Insured Vehicle**.

General Conditions

You must keep to the following conditions to have the full protection of **Your Policy**. If **You** do not keep these conditions, **Your Policy** may be cancelled and potential claim payments to **You** may be reduced.

1. Cancelling the Policy

Your right to cancel

You have the right to cancel this **Policy** within fourteen (14) **working days** of inception or renewal date without penalty and without giving any reason. This period is known as the 'Cooling-Off Period'. To cancel this **Policy** during the Cooling-Off period, please return **Your Certificate of Motor Insurance** and insurance disc to **Us** with a written cancellation notice.

If **You** choose to cancel this **Policy** within the Cooling-Off period, **You** will have to pay a proportional amount of premium for the period of time **You** had insurance cover, provided no claim has occurred since the inception or renewal date. In the event of an accident or claim being reported within the Cooling-Off period, **We** reserve the right to retain the premium in full or request the premium in full.

To cancel this **Policy** outside the Cooling-Off period, please return **Your Certificate of Motor Insurance** and insurance disc to **Us** with a written cancellation notice. If **You** choose to cancel this **Policy** outside the Cooling-Off period, **You** will have to pay a proportional amount of premium for the period of time **You** had insurance cover, provided no claim has occurred since the inception or renewal date. In the event of an accident or claim being reported within the period of time **You** had insurance cover, **We** reserve the right to retain the premium in full or request the premium in full. No administration charges will be refunded.

All premium refunds will only be issued as long as no claim or loss has arisen during the current **Period of Insurance.**

Our right to cancel

In addition to **Our** rights set out in the following clauses:

3. Impact of Misrepresentation
8. Fraud

We may choose to cancel the **Policy** by giving **You** ten (10) days' notice in writing. This will be sent to **Your** last known address.

We will refund **Your** premium for any **Period of Insurance** remaining as long as no claim or loss has arisen during the current **Period of Insurance**.

You must return **Your Certificate of Motor Insurance** and insurance disc immediately to avoid any action **We** may take to recover them.

When cancellation follows **Your** failure to pay the full premium, the amount of money to be returned to **You** will be calculated taking into account a pro rata refund of premium, relating to the number of days left to run under the **Policy** less a cancellation fee of twenty euros (€20). There will be no refund of premium allowable if there has been a loss or incident likely to give rise to a claim during the current **Period of Insurance**. **We** may at **Our** discretion reduce any claims payment by the amount of outstanding or overdue.

2. Policy Changes

You must tell **Us** immediately if:

- **You** change **Your** vehicle;
- **You** sell or dispose of the vehicle;
- **You** plan to modify or alter the vehicle in any way from the manufacturer's specification;
- **You** intend to use the vehicle for any use not included in **Your Certificate of Motor Insurance**
- **You** change **Your** address;
- **You** or anyone covered by this **Policy** are charged or convicted of a motoring offence or any criminal or dishonest act;
- **You** or anyone covered by this **Policy** receive penalty points;
- **You** become aware of any medical or physical condition of any driver that may affect their ability to drive;
- **You** or any driver change occupation;
- **Your** driving license or driving entitlements change; or
- there are changes regarding the information provided to **Us** at initial purchase of the **Policy** or at last renewal.

i This is not an exhaustive list and **You** should tell **Us** about any change in **Your** circumstances even if **You** are not sure whether it may affect **Your Policy**.

If **You** make a change to **Your Policy**, **We** may then reassess **Your** premium and **Your** cover. If **You** do not tell **Us** about any relevant changes, **We** may:

- reject or reduce any claim made; or
- cancel the **Policy** and treat it as though it never existed.

We will only refund any premium if:

- no claim or loss has arisen during the current **Period of Insurance**; and
- **We** have received all the documents **We** need to carry out the alteration.

3. Impact of Misrepresentation

You must answer all questions on the completed **Statement of Fact** honestly and with reasonable care. Failure to do so may result in **Your Policy** being cancelled or the **Insurer** may refuse to deal with any claims or reduce the amount of a claim payment.

You must either immediately or as soon as reasonably possible inform the **Insurer** if any of the answers or information given in the completed **Statement of Fact** is inaccurate or has changed.

The impact of any misrepresentation by the **Insured** to any of the answers provided on the completed **Statement of Fact** is as follows:

a) **Innocent Misrepresentation:**
Where the **Insured** have answered all questions in the **Statement of Fact** honestly and with reasonable care but where the **Insured** made an innocent misrepresentation (that is, one that is neither negligent nor fraudulent) the **Insurer** will pay any covered claim event subject to the terms and conditions of this **Policy**.

b) **Negligent Misrepresentation:**
If the **Insured** makes a negligent misrepresentation or fail to take reasonable care in completing the **Statement of Fact** the cover under this **Policy** may not fully operate and in the event of a claim the **Insurer** will exercise one of the following remedies:

   a) If knowing the full details the **Insurer** would not have entered into the insurance contract, the **Insurer** may avoid the contract, refuse all claims and return any premiums paid by the **Insured.**
   b) If the **Insurer** would have entered into the insurance contract, but on different terms (excluding terms relating to the premium), the contract of insurance may be treated as if it had been entered into on those terms.
   c) If the **Insurer** would have entered into the contract of insurance but have charged a higher premium, the **Insurer** may reduce proportionately the amount to be paid on the claim.
   d) Where there is no outstanding claim under the contract of insurance, the **Insurer** may either:
      i) give notice to the **Insured** that in the event of a claim the **Insurer** will exercise the remedies in paragraphs (a) to (c), or
      ii) terminate the contract by giving reasonable notice to the **Insured**

c) **Fraudulent Misrepresentation:**
If the **Insured** makes a fraudulent misrepresentation or where any conduct by the **Insured** involves fraud of any kind the **Insurer** shall be entitled to avoid the contract of insurance, retain any premiums paid and refuse any claims.

4. Claims Procedure

If **You** have an accident, it is important that **You** report the claim to **Us** immediately but please aim to call no later than within forty eight (48) hours after the incident. If **You** are able and it is safe to do so, **You** should call **Us** from the scene of the accident and do whatever **You** can to protect the **Insured Vehicle** and its **Accessories**. **You** or **Your** legal representative must give **Us** full details by phoning the **claims** helpline on +353 (0)1 8271262 as soon as possible, after an event which may lead to a claim under this **Policy**.

To help **Us** validate the damage that has occurred and the other parties that are involved, please take the following steps:-

- Take photos of any damage to **Your Insured Vehicle** and the third party vehicle(s) if it is safe to do so.
- Take photos of the scene of the accident if it is safe to do so.
- Obtain the name, address and phone number of the other party or parties involved.
- Obtain the registration number and make and model of the other vehicle or vehicles involved.
- Note the details of any injuries to anyone involved.
- Note the number of **Passengers** in the other vehicle.
- Note the Insurance company and policy number details of the other party or parties involved.
- Obtain the name, address and phone number of any witness(es) at the scene.
- Obtain the name and number of any police officer that attends the accident.

We may also need other details in writing. If **You** receive any letters or documents in connection to the event, they must be sent to **Us** before replying to them.
If **You** know of any future prosecutions, coroner's inquests or fatal accident inquiries **You** must tell **Us** immediately in writing.

You or anyone insured by this **Policy** must not admit anything or make any offer or promise about a claim without written permission.
If **Your** vehicle is stolen, **You** must tell **Us** as soon as possible by phoning the claims line on (01) 827 1262. **You** must also inform the Gardaí or the local police if **Your** accident occurs outside the Republic of Ireland and obtain and crime reference number.

We may also need other details in writing. If **You** receive any letters or documents in connection to the event, they must be sent to **Us** before replying to them.
If **You** know of any future prosecutions, coroner's inquests or fatal accident inquiries **You** must tell **Us** immediately in writing.

We will be entitled to take over and carry out in **Your** name (or in the name of any other insured person) the defence or settlement of any claim. **We** may prosecute, in **Your** name or in the name of any other person (at **Our** expense and for **Our** benefit) to recover any amount **We** have paid. **We** will be able to decide how any proceedings or settlements are handled.

5. Right of Recovery

If any law requires that **We** pay a claim which would not otherwise be covered by **Your Policy**, **We** reserve the right to recover the amount from **You** or the person on whose behalf **We** made the payment.

6. Looking After Your Vehicle

You or any insured person must:

- take all reasonable steps to prevent accidents, injuries, loss or damage;
- protect the Insured Vehicle against loss or damage, keep the vehicle in a roadworthy condition and have a valid Certificate of Roadworthiness (CRW);
- have alarms, immobilisers and any fitted tracking devices working when the Insured Vehicle is left unattended;
- give us access, at any reasonable time, to examine the Insured Vehicle; and if asked, send us evidence of a valid Certificate of Roadworthiness (CRW);
- not leave the Insured Vehicle unlocked while unattended or leave the keys to the ignition in the Insured Vehicle while unattended and
- ensure that the Insured Vehicle is fitted with appropriate tyres, and ensure tyre tread depths comply with the legal limit.

7. Other Insurance

If **You** make a claim under this **Policy** and there is any other insurance covering the same loss, accident, injury, loss, damage or liability, **We** will only pay **Our** share of any loss, damage, compensation, costs or expenses.

If a claim arises under this **Policy** and the loss arising is more particularly insured under another **Policy** of insurance, the claim will not be covered under this **Policy**.

8. Fraud

If **You** or anyone acting on **Your** behalf makes a false, fraudulent or exaggerated claim under this **Policy**, makes a false statement or submits false, forged or stolen documents in respect of a claim or suppresses or omits to provide information that would enable **Us** to refuse to pay a claim, **We** will be entitled to refuse to pay the whole of the claim and recover any sums that **We** have already paid in respect of the claim. As a result of the actions above, **We** will also treat this **Policy** as having terminated with effect from the date of any of the acts or omissions.
If **We** terminate this **Policy** under this condition **You** will have no cover under this **Policy** from the date of termination and not be entitled to any refund of premium.

Fraudulent Claims

You must not act in a fraudulent way. If **You** or anyone acting for **You**:

- fails to reveal or hides a fact likely to influence whether **We** accept **Your** proposal, **Your** renewal, or any adjustment to **Your Policy**;
- fails to reveal or hides a fact likely to influence the cover **We** provide;
- makes a statement to **Us** or anyone acting on **Our** behalf, knowing the statement to be false;
- sends **Us** or anyone acting on **Our** behalf a document, knowing the document to be forged or false;
- makes a claim under the **Policy**, knowing the claim to be false or fraudulent in any way; or

- makes a claim for any loss or damage **You** caused deliberately or with **Your** knowledge; or
- if **Your** claim is in any way dishonest or exaggerated,

We will not pay any **benefit** under this **Policy** or return any premium to **You** and **We** may cancel **Your Policy** immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **You** and inform the appropriate authorities.

9. Limits on Use

The insurance only covers **You** if **You** use the **Insured Vehicle** in the way described in **Your Certificate of Motor Insurance**.

10. Instalment Defaults

Where the Insured has agreed under a separate credit agreement to pay the premium by instalments, any default in payment on the due date will automatically terminate the **Policy** cover immediately from the date of such default.

11. Arbitration

All differences arising out of this Contract shall be referred to an Arbitrator to be appointed by the parties in accordance with current statutory provisions. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the **Insurer**. Any right **You** may have to refer a complaint regarding this **Policy** to the Financial Services and Pensions Ombudsman remains unaffected by this condition.

12. Laws Relating to Compulsory Motor Insurance

Any Condition of this **Policy** and/or of any **Endorsement** thereon in so far as it is a prohibited condition within the meaning of Part VI of the Road Traffic Act 1961 shall not be a condition affecting the right of any person to recover an amount under or by virtue of the provisions of Section 76 of the said Act.

13. Duty to Comply with Policy Conditions

The due observance and fulfilment of the terms, limitations, Exceptions, Conditions and **Endorsements** of this **Policy** so far as they relate to anything to be done or complied with by the **Insured** shall be conditions precedent to any liability of the **Insurer** to make any payment under this **Policy**. Upon proof of breach of Condition No. 12 “Laws Relating to Compulsory Motor Insurance”, the **Insurer** shall be entitled to recover from the **Insured** all sums paid by the **Insurer** including those for which the **Insurer** would not have been liable but for the provisions of any Road Traffic Act or Road Traffic or Motor Traffic Law operative within the areas covered by this **Policy**.

14. Effect of Continuing Restrictive Conditions

In this **Policy**, any term that imposes a **Continuing Restrictive Condition**, including one that is intended to reduce the risk of a particular type of loss, or reduce the risk of loss occurring at a particular time or in a particular location, shall be treated as a suspensive condition. This means that if:

a) **You** breach any such term; and
b) during the period of breach **You** suffer a relevant loss; and
c) such breach increased, in the circumstances concerned, the risk of the loss suffered by **You**, the **Insurer** will have no liability for the loss.

15. Appeals Process

During the claims process you have the right to appeal decisions made by Ivernia Insurance Ltd, should you wish to do so, please contact your claims handler to discuss the matter further

General Exceptions

These exceptions apply to all sections in addition to any specific exclusion contained in the sections of insurance
We shall not be liable for any liability, loss or damage under this **Policy**:

1. while the **Insured Vehicle** is:
   a) with **Your** general consent being used for any purpose not permitted by the **Certificate of Motor insurance**;
   b) being driven by any person not authorised by the **Certificate of Motor insurance** or who is excluded by **Endorsement**;
   c) being driven by **You** or any person with **Your** permission and **You** or that person:
      i) does not hold a Licence to drive **Your Insured Vehicle** for the use required or has had the Licence to drive **Your Insured Vehicle** revoked;
      ii) has held but is currently disqualified from holding or obtaining such a Licence;
      iii) does not fully comply with the conditions of their Licence;
      iv) holds, or last held a Learner Permit or provisional Licence, unless **You** or that person is accompanied by a full Licence holder who has held a full driving Licence for at least two (2 years).
   d) being used on any race track or race circuit (including the Nürburgring);
   e) being used for racing, pace-making, speed testing or reliability testing;

f) being driven by or in the charge of any Driver person who is convicted of driving over the legal limit for alcohol or under the influence of drugs;
g) carrying more **Passengers** than the maximum seating capacity allows as prescribed by the **Insured Vehicle** manufacturer;

2. that **You** have accepted by virtue of any agreement or contract unless **You** would have had that liability anyway.
3. for 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 or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of government, local or public authority.
4. directly or indirectly caused by or contributed to, by, or arising from the **Insured Vehicle** whilst in or on that part of any aerodrome, airfield, airport or military installation which is used for:

   a) the take-off or landing of aircraft and aerial devices or for the movement of aircraft and aerial devices on the ground;
   b) aircraft parking including any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangars, except where it is necessary to meet the requirements of any compulsory motor insurance legislation operative within the **Territorial Limits**.

5. directly or indirectly caused by or contributed to, by, or arising from, during or in consequence of:

   a) earthquake or earthquake shock;
   b) Unless amended by **Endorsement** or substituting legislation under the Road Traffic Act 1961 (RTA) or any other relevent act; **We** will not cover **You** for the loss, damage, death injury, illness, cost or expense of any kind such loss, damage, death, injury, illness, cost or expense is directly or indirectly results from or is in connection with any **Act of Terrorism**. This also excludes loss, damage, death, injury, illness, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to an **Act of Terrorism**;
   c) riot or civil commotion elsewhere than in Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or any other member country of the European Union;
   d) ionising radiation from or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the burning nuclear fuel;
   e) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, nuclear reactor or other explosive nuclear assembly or nuclear component of that equipment;
   f) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
   g) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter except that this exclusion will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes.

6. arising out of the negligence of the owner or the servants or agent of such owner of an **Insured Vehicle** leased to **You**.
7. that is also covered by any other insurance.
8. while the **Insured Vehicle** is being used by any Driver in the course or furtherance of a crime or as a means of escape from or avoidance of lawful apprehension.
9. caused by a deliberate act or omission to act by anyone covered under this **Policy.**
10. directly or indirectly caused by or contributed to, by, or arising from the **Insured Vehicle** carrying any hazardous goods or substances for which a Licence is required from the relevant authority except where it is necessary to meet the requirements of any compulsory motor insurance legislation operative within the **Territorial Limits.**
11. directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

    a) the use of, the loss of use of, or the failure of any application, software, or programme in connection with Your vehicle, including driver assistance, safety, security, infotainment or software updates whether authorised or unauthorised;
    b) the use of, the loss of use of, or failure of, any electronic device connected to Your vehicle (including but not limited to smartphones, tablets or smartwatches or associated input, output, data storage device, networking equipment or back up facility) used for navigation, infotainment, diagnostic or any other purpose;
    c) any computer virus, ransomware, code, software or other unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts (including 'hacking'), or threat thereof, whether authorised or unauthorised, regardless of time and place, that accesses Your vehicle's applications, software, or programmes, including driver assistance, safety, security, infotainment or software updates;
    d) theft of, loss of access to, or damage to, any electronic device or any electronic data or recorded information stored on any electronic device (for example files, music or images) wherever it is stored;
    e) any acts of terrorism cover assumed by the MIBI;
    f) any threat, deception or hoax relating to a), b), c) and/or d). above.
    g) any action taken in controlling, preventing, suppressing or remediating any of to a), b), c), d) and/or e). above

This exclusion shall not apply where **We** are obliged to provide indemnity as a "Road Traffic Act **Insurer**" under the provisions of the Road Traffic Act 1961 or subsequent amendments thereto or successors thereof or when it is necessary for **Us** to comply otherwise with the Road Traffic Act 1961 or subsequent amendments thereto or successors thereof or with equivalent applicable legislation in the territory in which the liability arises.

12. nor shall **We** be liable to provide any benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America

Loss and Damage to the Insured Vehicle

This section only applies if **You** have comprehensive cover, or third party fire and theft cover and the damage is caused by fire or theft.
Please check **Your Policy Schedule** to confirm cover applicable to the **Insured Vehicle**.

What is covered

Where cover is Comprehensive (see **Policy Schedule**): **We** will cover **You** for damage to or loss of the **Insured Vehicle** and its **Accessories** caused by accidental or malicious damage, vandalism, damage from fire, lightning, explosion, theft or attempted theft. Where cover is Third Party Fire and Theft (see **Policy Schedule**): **We** will cover **You** for damage to or loss of the **Insured Vehicle** and its **Accessories** caused by damage from fire, lightning, explosion, theft or attempted theft.

We will choose whether to repair or replace the **Insured Vehicle**, any of its **Accessories** or spare parts, or pay to cover the amount of the loss or damage.

You must let **Us** know within forty eight (48) hours about any accident or incident involving any loss or damage to the **Insured Vehicle**. Please refer to the **Claims** Conditions under the General Conditions section for further details of reporting a claim.

If **Your** loss is caused by theft, attempted theft, riot or malicious damage please inform the Garda Siochana, or the police and obtain a crime reference number if **You** are travelling outside of the Republic of Ireland.

You must not pay or agree to pay any expenses to repair any damage without getting **Our** consent and authorisation beforehand.

The most **We** will pay will be the value of the **Insured Vehicle** as shown in the **Schedule**.

Excess

Where an **Excess** is shown on the **Schedule**, **You** will be required to pay that amount in respect of any loss or damage under this section.
If more than one **Insured Vehicle** is involved in the same incident, the **Excess** shown on the **Schedule** will apply to each **Insured Vehicle** separately.

Total Loss Claim

If the damage to **Your Insured Vehicle** cannot be repaired or the **Insured Vehicle** has been stolen and not found, **We** will pay the **Market Value** of the **Insured Vehicle** immediately before the loss or damage happened.

The **Market Value** of the **Insured Vehicle** will be based on **Our** engineer's assessment with reference to industry guides. The most **We** will pay will be the value of the **Insured Vehicle** as shown in the **Schedule**.

If **We** agree to settle a claim on a total loss basis, the **Insured Vehicle** becomes **Our** property and **You** must send **Us** the vehicle licensing document.

If the vehicle has been stolen and not found, **We** will require the vehicle licensing document in order to settle the claim.

Salvage

Where **We** choose to settle **Your** claim by replacing **Your Insured Vehicle** or paying the **Market Value** of the **Insured Vehicle** before it was damaged, as part of settling **Your** claim, **Your Insured Vehicle** will become **Our** property and **You** must send **Us** the vehicle licensing document and any sets of keys for the **Insured Vehicle** that are still in **Your** possession.

Hire Purchase or Leasing Agreement

If the **Insured Vehicle** is under hire-purchase or leasing agreement, **We** may:

- repair or replace the Insured Vehicle, or;
- pay the legal owner for any loss or damage.

We will then have no further liability to **You** for the loss or damage.

Uninsured Driver Promise

If **You** are in an accident with an uninsured driver and it is not **Your** fault **You** will not lose **Your** no-**claims** bonus.

You must report the accident to the Garda Síochána (or the local police if travelling outside the Republic of Ireland) and provide evidence of such reporting.

Recovery After An Accident

If as a result of any loss or damage, the **Insured Vehicle** cannot be driven, **We** will pay the cost of protecting the **Insured Vehicle** after an accident and moving it to the nearest repairer. **We** will also pay for the cost of delivering it to **You** after the repair. However, **We** will not pay more than the reasonable cost of transporting it to **Your** address, as shown in the **Schedule**.

Exceptions that apply to this section

We will not cover:

- loss of value, wear and tear, mechanical, electrical, electronic, computer or computer software failure and breakdown;
- damage to tyres caused by using the brakes or by road punctures, cuts or bursts;
- loss of use or other indirect loss such as loss of earnings or travel costs;
- damage to the **Insured Vehicle** or its **Accessories** and spare parts caused by the contents or goods carried in or on it;
- loss of or damage to personal belongings;
- loss or damage as a result of misrepresentation or deception;
- loss or damage to the **Insured Vehicle** arising from theft or attempted theft where :

  a) all locks have not been engaged; or
  b) any windows have been left open; or
  c) the immobiliser is either not working or not been activated; or
  d) the keys have been left in or on **Your Insured Vehicle**.

- loss or damage to the **Insured Vehicle** if it is taken or driven without **Your** permission by a member of **Your** family or anyone who lives with **You,** unless they are prosecuted for taking the **Insured Vehicle** without **Your** permission and **You** must assist fully with the prosecuting authorities.
- any part of a repair or replacement which improves **Your Insured Vehicle** beyond its condition before the loss or damage took place.
- loss or damage by any driver who has been disqualified from driving or has failed to give details of penalty points or motoring convictions (if any);
- loss or damage due to any government, public or local authority legally taking, keeping or destroying **Your Insured Vehicle**;
- the first amount, as shown in the **Schedule**, of each claim (the **Excess**);
- anyone who is insured under another **Policy**
- anyone employed in the motor trade driving **Your Insured Vehicle** because it is being overhauled, repaired or serviced.
- death or **bodily injury** to anyone driving or in charge of **Your Insured Vehicle**.
- loss or damage to:

  - money, credit or debit cards, tickets, jewellery, audio and video equipment and media that is not fitted to the **Insured Vehicle,** documents and securities, mobile phones, computers and tablets; tools, trade goods or samples;
  - any other personal belongings damage to or loss of the Insured Vehicle caused directly by pressure waves from aircraft or other aerial;
  - devices travelling at sonic or supersonic speeds;
  - loss resulting from repossessing the **Insured Vehicle** and returning it to its legal owner.

- Wrongful or incorrect use of or application of fuel, incorrect grade or type of fuel, liquid, fluid, lubricant or water.

Broken Glass

We will pay the cost of repairing or replacing damaged or broken glass in the windscreen or windows of the **Insured Vehicle**.

Windscreen claims under this section will not affect **Your** no-claims bonus.

Limit of Cover

If **You** use **Our Approved Windscreen Repairer**, **We** will cover up to 2 claims in any one **Period of Insurance**. If **You** use **Your** own repairer, cover will be limited to €150 for replacement or €50 for a repair.

Windscreen Exceptions

We will not pay for:

- any amount over €150 for replacement or €50 for repair if the work is not carried out by **Our Approved Windscreen Repairer**;
- any more than two claims under this section during a single **Period of Insurance**;
- damaged or broken glass in sunroofs, glass roofs or panoramic sunroofs;
- damaged or broken glass to **Insured Vehicle** that are temporarily covered except for any **Insured Vehicle** loaned to the Insured by a garage or **Approved Repairer** whilst the **Insured Vehicle** is being serviced or repaired unless cover is provided by the insurance policy of the garage or vehicle repairer; or
- damage caused by wear and tear or negligence.

Liability to Others

We will pay the full amount that is legally required if **You** cause death or **bodily injury** to any person, or damage to a property by negligently using **Your Insured Vehicle** (including trailer or caravan being towed).

Third Party Property Damage Limit

We will not pay more than one million three hundred thousand euro (€1,300,000) for damage to property as a result of any one claim or number of claims arising out of one cause, accident or incident.

Trailers

We will extend the cover provided by this section to meet the requirements of the Road Traffic Act 1961 (RTA) or any other relevant act, if **You** use any trailer which **You** own, have hired or borrowed in connection with the **Insured Vehicle** under this **Policy**, so long as the towing is allowed by law and the trailer is attached properly to the **Insured Vehicle** by towing equipment made for this purpose. The terms, conditions and exceptions of the Policy still apply.

Legal Costs

We will pay for the following legal costs if they relate to an accident which is covered under this section:

- Fees for solicitors **We** appoint to represent **You** at a coroner's inquest or fatal accident enquiry;
- Reasonable fees for solicitors that are appointed by **Us** to defend **You** against a charge of manslaughter or causing death by dangerous or careless driving.

Medical Expenses

We will pay **You** for medical expenses up to two hundred and fifty euros (€250) for each person who accidentally receives bodily injuries in direct connection with the **Insured Vehicle**.

We will pay for the cost of emergency treatment for injuries caused by using the **Insured Vehicle**. If **We** make a payment under this section it will not affect **Your** no-**claims** bonus.

Exceptions that apply to this section

We will not be liable:

- to indemnify any person other than **You** if that person is entitled to indemnity under any other insurance.
  for:
  a) damage to or loss of property belonging to or in **Your** custody or control;
  b) damage to premises (or to the fixtures and fittings therein) which are not **Your** property but are occupied by **You** under a leasing or rental agreement if such damage is also covered by any other insurance;
  c) damage to anything which either is being carried in or on **Your Insured Vehicle**, or is being carried in or on any trailer or other vehicle which is being towed by or attached to **Your Insured Vehicle** ;
  d) damage to or loss of the **Insured Vehicle** or Trailer.
- for death of or **bodily injury** to any person arising out of, or in the course of, that person's employment by the person claiming indemnity under this section if insurance cover in respect of liability for such death or **bodily injury** is in fact provided pursuant to a requirement of any compulsory Employers' Liability legislation within the **Territorial Limits**;
- for death of or **bodily injury** to any person or damage to property caused or arising beyond the limits of any carriageway or thoroughfare;
- for death of or **bodily injury** to any person or loss or damage to property directly or indirectly caused by pollution or contamination unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **Period of Insurance**;
- for the death or injury to any person driving **Your Insured Vehicle** or in charge of it for the purpose of driving it;
- for fines, penalties, punitive or exemplary damages awarded intended to punish **Your** wrongdoing;
- death, **bodily injury** or damage to property where **Your Insured Vehicle** is towing more trailers than permitted by law.

These exclusions shall not apply in circumstances where it is necessary to meet the requirements of any compulsory motor insurance legislation operative within the **Territorial Limits**.

Foreign Use

Your Policy will provide **You** with cover for use of **Your Insured Vehicle** outside of the territorial limits of this **Policy** and while the **Insured Vehicle** is being transported by sea, air or rail (including loading or unloading) between these places.

We will automatically extend the territory to provide your full **Policy** cover (as shown in the **Schedule**) for up to thirty (30) days in any one **Period of Insurance**.

- any country which is a member of the European Union;
- and any other country which has made arrangements to meet the minimum insurance requirements of the Commission of the European Union

After the thirty (30) days, **Policy** cover will revert to the minimum level of cover required to drive your **Insured Vehicle** in any EU Member State or the minimum level of cover required to drive in Ireland, whichever is greater.

You are not covered for:
The following cover does not apply while **You** are using **Your Insured Vehicle** outside of Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands

- Breakdown assistance

No Claims Discount

For the purpose of the no-claims bonus, '**Period of Insurance**' means one year from the beginning of the **Policy** to the first renewal date, and then each year between renewal dates.

If no claim arises during the **Period of Insurance**, at the first renewal date we will reduce the renewal premium in line with **Our** no-claims bonus scale applicable at the renewal date.

If a claim arises during any **Period of Insurance**, we will reduce **Your** no-claims bonus as follows.

No-Claims Bonus	Reduced to
1 year	0 years
2 years	0 years
3 years	0 years
4 years	1 year
5+ years	2 years

If two or more **claims** arise in any **Period of Insurance**, **We** will reduce **Your** no-claims bonus to nil at **Your** next renewal unless **You** have purchased the protected no-claims bonus option.

We will not reduce **Your** no-**claims** bonus as a result of:

- claims for windscreen repair, replacement of keys, Fire Brigade charges and medical expenses made under **Loss and Damage to the Insured Vehicle section**;
- **claims** made under Breakdown Assistance; or
- payments (including costs and expenses) which **We** later get back in full.

You cannot transfer **Your** no-claims bonus to anyone else and it may only be used on one **Insured Vehicle** at a time.

Protected No-Claims Discount

This is an optional extra. If **You** have bought it, **Your** no claims discount is safe if **You** make one claim.

You can pay an extra premium for a protected no-claims bonus extension once You have earned a no-claims bonus of five (5) years or more.

You will keep that no-claims bonus as long as no more than two (2) claims occur within a three (3) year period applicable at the time of your renewal.

This agreement to protect Your no-claims bonus does not mean that We do not take account of any claims made during the year. Premiums may be increased due to adverse claims or driving history of You or any named driver. This cover only applies if it is shown in your Policy Schedule.

Extra Benefits

Claims under this section will not affect **Your** no claims discount.

Your Schedule will show if **You** have this cover.

Replacement Keys, Locks and Security Devices

We will pay up to one thousand euros (€1000) towards replacing locks and alarms for **Your Insured Vehicle** if the keys are stolen. If **We** make a payment under this section it will not affect **Your** no-**claims** bonus.

Fire Brigade Charges

We will pay for local-authority charges (in line with the Fire Services Act 1981) to put out a fire in **Your Insured Vehicle** if the fire gives rise to a valid claim under the **Policy**, or for removing the driver or **Passengers** from **Your Insured Vehicle** using cutting equipment.

The most **We** will pay is two thousand and five hundred euros (€2,500). If **We** make a payment under this section it will not affect **Your** no-claims bonus.

Breakdown Cover

The cover for this section is being provided by MAWDY, **Our** Roadside Assistance is a twenty four (24) hour emergency breakdown and accident recovery service. It is there to assist **You** in **Your** time of need.

The Assistance Provider under Ivernia Van Insurance Vehicle Breakdown Assist is MAWDY. MAPFRE ASISTENCIA Compania Internacional De Seguros Y Reaseguros, S.A., trading as MAWDY is authorised by Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda in Spain and is regulated by the Central Bank of Ireland for Consumer Protection Rules. Company Registration Number 903874. MAWDY, 22-26 Prospect Hill, Galway. The choice of assistance supplied depends on the options available to **Us** at the time of the request for assistance.

Benefit

In the event of the **Insured Vehicle** being immobilised as a result of an accident, mechanical or electrical breakdown, fire, theft, or any attempted theft, malicious damage, punctures, lost keys, stolen keys, or keys broken in the lock or locked in the vehicle, occurring in the Republic of Ireland or Northern Ireland, **We** will arrange and pay for the following benefits:

1. Roadside and driveway assistance

We will provide up to one (1) hour's free labour either at the roadside, **Your** home or place of work if the **Insured Vehicle** can be repaired onsite. **You** or an insured driver must be with the **Insured Vehicle** when the repairer arrives to avail of the benefits under this cover.

2. Towing

If the **Insured Vehicle** has broken down at home or away from home and cannot be repaired onsite, **We** 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.

3. Completing the journey within Ireland and Northern Ireland

If repairs cannot be carried out at the roadside, **We** 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.

4. Message relay

We will pass on two (2) urgent messages for **You.** In the event of the **Insured Vehicle** being repaired, the assistance company will provide the cost of public transportation for **You** to collect **Your Insured Vehicle**.

What to do in the Event of a Breakdown

Should **You** require assistance, please telephone the Ivernia Breakdown Assistance Helpline on +353 (0)91 560602. Please have the following information ready when **You** call:

- **Your** exact location;
- the registration number of **Your Insured Vehicle**;
- **Your Policy** number;
- a telephone number where **You** can be contacted; and
- a description of the problem.

MAWDY is responsible only for the cost of providing **benefit** available through Ivernia Insurance Breakdown Cover. If **You** make **Your** own arrangements, **You** will not be reimbursed.

Breakdown Cover Conditions

- **We** will not pay for any expense or assistance that has not been authorised through the emergency helpline.
- To be eligible for assistance, the **Insured** must hold a current Ivernia Van Insurance **Policy**.
- Vehicles eligible for assistance will be vehicles up to and including a gross vehicle weight of 3500kg, which can be driven with a Private Car or Category B driver's licence.
- The **Policy** Number must be quoted when calling for assistance.
- **You** must be with the **Insured Vehicle** when the repairer arrives. If **You** are not with the **Insured Vehicle** and **Our** repairer cannot assist, any subsequent assistance will be at **Your** own cost.
- **We** may refuse assistance in circumstances where:
    i. a driver appears intoxicated;
    ii. the **Insured Vehicle** is inaccessible or in an off-road location;
    iii. the **Insured Vehicle** cannot be transported safely or legally without hindrance using a standard car transporter and equipment;
    iv. the **Insured Vehicle** is not being used in accordance with the use set out in the Ivernia Van Insurance **Policy**;
    v. the **Insured Vehicle** is modified or customised so that it cannot be recovered, for example changes to the wheel arches, wheel or tyre sizes, front and rear bumper height, and original ride height.
- If **We** have to make a forced entry to the **Insured Vehicle** because **You** are locked out, **You** must sign a declaration, confirming that **We** are not responsible for the damage.
- **Your Insured Vehicle** shall at all times be maintained in a good mechanical and roadworthy condition and be regularly serviced.
- **We** cannot accept responsibility for the transportation of pet animals or livestock carried within the **Insured Vehicle,** any extra costs involved in the transportation of pets or alternative transportation requirements in the event of a breakdown would not be covered.
- **We** will not arrange for or incur any additional cost to transport goods, pets or any other animals carried in the **Insured Vehicle**. It will be **Your** responsibility to arrange and pay for alternative transport for goods, pets, or any animals if the **Insured Vehicle** has to be towed.

- In the event of the **Insured Vehicle** being taken to a location of **Your** choice, no further recovery arising from the same breakdown will be provided.
- If **You** cancel a breakdown assistance call-out, **You** are not eligible for another call-out for that same assistance.
- **We** will always use best endeavours to recover the **Insured Vehicle**. The **Insured Vehicle** must not be fitted with modifications beyond the original manufacturer's specifications which could impede the recovery.
- **You** are eligible for a maximum of 3 breakdown assists during the **Period of Insurance**.

We will not pay for:

- Any consequential loss arising from using the assistance services (consequential loss is an additional loss caused by a recovery provider assisting or failing to assist **You**);
- Expenses, which are recoverable from any other source;
- Recurring breakdown assistance requests due to the same cause where a permanent professional repair has not been undertaken to correct the fault;
- Any breakdown assistance requests arising where the **Insured Vehicle** is carrying more **Passengers** or towing a greater weight than that for which it was designed as stated in the manufacturer's specifications;
- Any vehicle designed as a tool of trade, non-registered or registered as a work vehicle;
- Any accident or breakdown brought about by an avoidable or wilful or deliberate act committed by **You**;
- The cost of repairing the **Insured Vehicle** other than outlined in the benefits above;
- The cost of any parts, tyres, keys, lubricants, fluids, fuel or EV electrical charge;
- Any breakdown assistance requests caused by fuels, mineral essences or other flammable materials, explosives or toxins transported by the **Insured Vehicle;**
- Failing to provide any of the benefits outlined in this Section for reasons beyond **Our** reasonable control, including (but not limited to) **Your** assistance during a natural catastrophe, or **Us** being unable to reach **You** because roads have been closed; Any
- winching costs or specialist equipment. For example, any vehicle or equipment (other than a standard recovery vehicle) which is required to move an **Insured Vehicle** which has left the road or is overturned or without wheels, would be considered specialist equipment. Once the **Insured Vehicle** has been removed to a suitable location, normal service will be provided;
- Loss or damage to the contents of the **Insured Vehicle;**
- Recovering an **Insured Vehicle** carrying commercial loads. It is the responsibility of the driver to arrange for alternative transport for the commercial load if the vehicle has to be towed;
- Recovery of trailers or any attachments to the **Insured Vehicle**;
- Breakdown assistance requests if **You** knowingly provide false or misleading information;
- Any breach of this section of the policy or failure on **Our** part to perform any obligation as a result of acts of god, government control, restrictions or prohibitions, or any other act or omission of any public authority (including government) whether local, national or international, or the default of any supplier, agent or other person or of labour disputes or difficulties (whether or not within the company) or any other cause whatsoever where such cause is beyond **Our** reasonable control;
- In the event of theft of the **Insured Vehicle,** the theft must be reported to a Garda station (or local police station) before any benefit can apply.

Customer Care

To Make a Complaint

Ivernia are committed to providing **customers** with a high standard of service at all times. Things can go wrong and there may be times when the service has not been what **You** expected. When this happens Ivernia will act promptly and fairly to address **Your** complaint and to put things right.

You may complain directly to **Your** Broker or Ivernia Insurance Ltd in connection with any element of cover.

Complaint Process – All Policy Sections

At the first instance **You** can raise the complaint by contacting **Your** Broker, and give them full details of **Your** complaint.

If **Your** complaint is not resolved the complaint can be sent in writing to the Customer Service Manager at Ivernia Insurance Ltd, Ivernia House, Ravenscourt Office Park, Sandyford, Dublin 18, or e-mail: info@ivernia.ie.
Ivernia will do the following:

- Phone and tell **You** that the complaint has been received and try to resolve the complaint immediately;
- Acknowledge the complaint in writing within 5 business days of receiving it;
- In the unlikely event that the complaint has not been resolved within twenty (20) business days of receiving it, Ivernia will write and let **You** know what further action will be taken;
- Within forty (40) **working days** of receiving the complaint, **You** will receive a Final Response or, if this is not possible, a reason for the delay plus an indication of when a Final Response will be issued;
- **You** have the option at all times to raise the complaint with the **Insurer** which varies by Section and which contact details are given for each Section and **Insurer** below;
- At this point, if **You** are unhappy with how the complaint has been dealt **You** may refer the complaint to the Financial Services and Pensions Ombudsman (FSPO).

Loss of or Damage to the Insured Vehicle / Liability to Other People

Sections 1 and 2 are underwritten by Arch Insurance (EU) DAC. who are regulated by the Central Bank of Ireland.

Ivernia Insurance Limited administer these sections of cover on behalf of Arch Insurance (EU) DAC and any complaints regarding sections 1 and 2 of the **Policy** should be referred to:

Customer Service Manager
Ivernia Insurance Ltd,
Ivernia House,
Ravenscourt Office Park,
Sandyford,
Dublin 18,

E-mail: info@ivernia.ie

Should **You** remain dissatisfied with the final response or if **You** have not received a final response within 40 (forty) business days of the complaint being made, **You** may be eligible to refer **Your** complaint to the Financial Services and Pensions Ombudsman (FSPO).

The contact details are as follows:

Financial Services and Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin 2
D02 VH29

Tel: +353 1 567 7000
E-mail: info@fspo.ie
Website: www.fspo.ie

Breakdown Assistance

In the unlikely event of a dispute occurring regarding this Section of **Your Policy You** should, in the first instance, write to:
The Customer Service Team,
MAWDY,
22-26 Prospect Hill,
Galway.

Should **You** remain dissatisfied, **You** may contact:

Financial Services and Pensions Ombudsman
3rd Floor,
Lincoln House,
Lincoln Place,
Dublin 2,
D02 VH29.
Phone: +353 1 567 7000

E-mail: info@fspo.ie
Website: www.fspo.ie

Right of Referral to the Financial Services Ombudsman – All Sections

Should you remain dissatisfied with the final response or if **You** have not received a final response within 40 (forty) business days of the complaint being made, you may be eligible to refer your complaint to the Financial Services and Pensions Ombudsman (FSPO).

The contact details are as follows:

Financial Services and Pensions Ombudsman
3rd Floor,
Lincoln House,
Lincoln Place,
Dublin 2,
D02 VH29.
Phone: +353 1 567 7000

E-mail: info@fspo.ie
Website: www.fspo.ie

Endorsements

PC1 Accidental Damage Excess

For each event under Loss and Damage to the **Insured Vehicle** of this **Policy We** will not pay for the first amount shown in the **Schedule** as **Excess**.

PC2 Indemnity to Employer

Under Liability to Other People of this **Policy We** will cover **Your** employer, named in the **Schedule**, if **You** have an accident or loss in an **Insured Vehicle We** cover while on business for that employer. This only applies if **Your** employer is not entitled to cover under any other **Policy**.

PC3 Protected No-Claim Discount

You may make up to two unlimited claims in a three year period. **You** must pay the required extra premium for this cover. **Your** premium may still increase following an accident or claim.

PC4 Driver Qualification – Open Driving 30- 70 Full EU Licence

We will not provide cover under the **Policy** while the **Insured Vehicle** is being driven by (or is in the charge of, for the purpose of being driven by) any person who is under 30 or over 70 years of age. No cover operates under the **Policy** while the **Insured Vehicle** is being driven by any person who holds a provisional EU licence.

PC5 Driver Qualification – Open Driving 30- 70 Full EU Licence plus Named Drivers

We will not provide cover under the **Policy** while the vehicle is being driven by (or is in the charge of, for the purpose of being driven by) any person who is under 30 or over 70 years of age unless that person is named on the **Certificate of Motor Insurance** and **Policy Schedule**.

No cover operates under the **Policy** while the **Insured Vehicle** is being driven by any person who holds a provisional EU licence unless that person is named on the **Certificate of Motor Insurance** and **Policy Schedule**.

Ivernia Insurance Limited
Ivernia House
Ravenscourt Office Park
Sandyford, Dublin 18
Ireland
Email: info@ivernia.ie

Ivernia INSURANCE

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