



# Policy

## Golfsure Motor Fleet Insurance

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# Policy

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# Policy

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## 1 Introduction

This **Policy** is a single document and is to be read as one contract. In deciding to accept this **Policy** and in setting the terms and **Premium We** have relied on the information which **You** have provided to **Us**.

This insurance is underwritten by **Us** and arranged through **Willis** in accordance with the authority granted under the Contract Number stated in the **Schedule**.

**We** will, in consideration of the payment of the **Premium**, provide insurance, subject to the terms and conditions of this **Policy**, in accordance with the cover shown in the **Schedule** in respect to of an incident occurring within the **Territorial Limits** during the **Period of Insurance** or any subsequent period for which **We** agree to accept payment of **Premium**.

Please read this **Policy** carefully and make sure that it meets **Your** needs. If any corrections are necessary **You** should contact **Your** broker through whom this **Policy** was arranged.

Please keep this **Policy** in a safe place – **You** may need to refer to it if **You** have to make a claim.

### 1.1 Policy Format

Upon request **Willis** can provide Braille, audio or large print versions of the **Policy** and the associated documentation including the Key Facts document. If **You** require an alternative format **You** should contact **Willis** through whom this **Policy** was arranged

### 1.2 United Kingdom Data Protection Act

Any information provided to **Us** regarding **You** or any person insured by this **Policy** will be processed by **Us**, in compliance with the provisions of the United Kingdom Data Protection Act 1998, for the purpose of providing insurance and handling claims or complaints, if any. This may necessitate providing such information to third parties.

### 1.3 Third Party Rights

A person who is not a party to this contract of insurance has no right under the United Kingdom Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract of insurance but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

### 1.4 Insurance Act 1936

All monies which become or may become payable by **Us** under this policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

### 1.5 Stamp Duties Consolidation Act 1999

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

### 1.6 Government Charges

The first premium includes any such charges.

### 1.7 Currency

The currency of all premiums, Sums Insured, Limits of Liabilities and **Excesses** shown in this **Policy** or **Schedule** or any subsequent renewal notice or **Endorsement** shall be treated as being Euro.

## 1.8 Law and Jurisdiction

The parties are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance shall be governed by the laws of the Republic of Ireland and subject to the exclusive jurisdiction of the courts of the Republic of Ireland.

The language of this contract of insurance and all communications relating to it will be in English.

## 1.9 Cancellation and Cooling Off Period

### (a) Your Right to Cancel during the Cooling-Off Period

**You** are entitled to cancel this **Policy** by notifying **Us** in writing within fourteen (14) days of either:

- (i) the date **You** receive this **Policy**; or
- (ii) the start of **Your Period of Insurance**;

whichever is the later.

A full refund of any **Premium** paid will be made unless **You** have made a **Claim** in which case the full annual **Premium** is due.

### (b) Your Right to Cancel after the Cooling-Off Period

**You** are entitled to cancel this **Policy** after the cooling-off period by notifying **Us** in writing. Any return of **Premium** due to **You** will be calculated at a proportional daily rate depending on how long the **Policy** has been in force unless **You** have made a **Claim** in which case the full annual **Premium** is due.

### (c) Our Right to Cancel

**We** are entitled to cancel this **Policy**, if there is a valid reason to do so, including for example:

- (i) any failure by **You** to pay the **Premium**; or
- (ii) a change in risk which means **We** can no longer provide **You** with insurance cover; or
- (iii) non-cooperation or failure to supply any information or documentation **We** request, such as details of a **Claim**;

by giving **You** ten (10) days' notice by registered post. Any return of **Premium** due to **You** will be calculated at a proportional daily rate depending on how long the **Policy** has been in force unless **You** have made a **Claim** in which case the full annual **Premium** is due.

**You** shall surrender this **Policy**, the Insurance Disc and the **Certificate of Motor Insurance** to **Us** within seven (7) days from the taking effect of the cancellation.

## 1.10 Information You Have Given Us

In deciding to accept this **Policy** and in setting the terms including **Premium** **We** have relied on the information which **You** have provided to **Us**. **You** must take care when answering any questions **We** ask by ensuring that any information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with untrue or misleading information **We** will have the right to:

- (a) treat this **Policy** as if it never existed;

- (b) decline all **Claims**; and
- (c) retain the **Premium**.

If **We** establish that **You** carelessly provided **Us** with untrue or misleading information **We** will have the right to:

- (i) treat this **Policy** as if it never existed, refuse to pay any **Claim** and return the **Premium You** have paid, if **We** would not have provided **You** with cover;
- (ii) treat this **Policy** as if it had been entered into on different terms from those agreed, if **We** would have provided **You** with cover on different terms;
- (iii) reduce the amount **We** pay on any **Claim** in the proportion that the **Premium You** have paid bears to the **Premium We** would have charged **You**, if **We** would have charged **You** more.

**We** will notify **You** in writing by registered post if (i), (ii) and/or (iii) apply.

If there is no outstanding **Claim** and (ii) and/or (iii) apply, **We** will have the right to:

- (1) give **You** ten (10) days' notice that **We** are terminating this **Policy**; or
- (2) give **You** notice that **We** will treat this **Policy** and any future **Claim** in accordance with (ii) and/or (iii), in which case **You** may then give **Us** ten (10) days' notice that **You** are terminating this **Policy**.

If this **Policy** is terminated in accordance with (1) or (2), **We** will refund any **Premium** due to **You** in respect of the balance of the **Period of Insurance**.

#### 1.11 **Changes We Need to Know About**

**You** must tell **Us** as soon as practicably possible of **You** becoming aware of any changes in the information **You** have provided to **Us** which happen before or during any **Period of Insurance**.

When **We** are notified of a change **We** will tell **You** if this affects **Your Policy**. For example **We** may cancel **Your Policy** in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of **Your Policy** or require **You** to pay more for **Your** insurance. If **You** do not inform **Us** about a change it may affect any **Claim You** make or could result in **Your** insurance being invalid.

#### 1.12 **Fraud**

If **You**, or anyone acting for **You**, makes a fraudulent **Claim**, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, **We**:

- (a) will not be liable to pay the **Claim**; and
- (b) may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and
- (c) may by notice to **You** treat this **Policy** as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** right under (c) above:

- (i) **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under this **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and.
- (ii) **We** need not return any of the premium paid.

### 1.13 Sanctions

**We** shall not provide any benefit under this **Policy** to the extent of providing cover, payment of any **Claim** or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

### 1.14 Complaints Procedure

**We** are dedicated to providing a high quality service and **We** want to ensure that **We** maintain this at all times.

If **You** have any questions or concerns about the **Policy** or the handling of a claim please contact **Willis** through whom this **Policy** was arranged.

If **You** wish to make a complaint **You** can do so at any time by referring the matter to:

Complaints Manager  
Catlin Insurance Company (UK) Ltd.  
20 Gracechurch Street  
London  
EC3V 0BG  
United Kingdom

E-mail: [xlcatlinukcomplaints@xlcatlin.com](mailto:xlcatlinukcomplaints@xlcatlin.com)  
Telephone Number: +44 (0) 20 7743 8487

If **You** remain dissatisfied after the Complaints Manager has considered **Your** complaint, or **You** have not received a final decision within eight (8) weeks, **You** can refer **Your** complaint to the Financial Services Ombudsman at:

The Financial Services Ombudsman  
3<sup>rd</sup> Floor  
Lincoln House  
Lincoln Place  
Dublin 2

Lo Call: 1890 882090  
Telephone Number: 01 662 0899  
Facsimile Number: 01 662 0890

or the United Kingdom Financial Ombudsman Service at:

Exchange Tower  
London  
E14 9SR  
United Kingdom

E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

#### **From within the United Kingdom**

Telephone Number: 0800 0234 567 (free for people phoning from a "fixed line", for example, a landline at home)  
Telephone Number: 0300 1239 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

### From outside the United Kingdom

Telephone Number: +44 (0) 20 7964 1000

Fax Number: +44 (0) 20 7964 1001

The Financial Services Ombudsman and Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above numbers or addresses, or view their websites: [www.financialombudsman.ie](http://www.financialombudsman.ie) and [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. The ADR scheme for Catlin Insurance Company (UK) Ltd. is the Financial Ombudsman Service, which can be contacted directly using the contact details above. For more information about ODR please visit <http://ec.europa.eu/odr>

#### 1.15 United Kingdom Financial Services Compensation Scheme

**We** are covered by the United Kingdom Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **We** are unable to meet **Our** obligations under this contract of insurance. If **You** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further information about the Scheme is available from the Financial Services Compensation Scheme (PO Box 300, Mitcheldean, GL17 1DY, United Kingdom) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk).

#### 1.16 Regulatory Information

##### a) **Catlin Insurance Company (UK) Ltd.**

**We** are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308) and is regulated by the Central Bank of Ireland for the conduct of business rules. **Our** registered office is 20 Gracechurch Street, London, EC3V 0BG. Registered in England No. 5328622.

##### b) **Willis**

Willis Risk Services (Ireland) Limited is authorised and regulated by the Central Bank of Ireland. Registered office: Willis Towers Watson House, Elm Park, Merrion Road, Dublin 4, Ireland. Registered in Ireland No. 78812.

**You** can check these out on the FCA's website at [www.fca.org.uk](http://www.fca.org.uk) which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768 and the Central Bank of Ireland's website [www.centralbank.ie](http://www.centralbank.ie) which includes a register of all the firms they regulate or by calling the Central Bank of Ireland on +353 (0)1 224 6000.

# Policy

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## 2 Reporting Claims

**We** are dedicated to reducing claims cost to assist in keeping insurance premiums competitive. By adopting the following method of reporting claims **We** are likely to ensure that any legitimate third party claim is settled quickly and without preventable legal fees and inflated hire and repair charges.

Please see Condition 10.2 – Claims Procedures for **Your** obligations in the event of an incident. In the event of a claim **You** should notify;

Golfsure Motor Claims. Davies Group, 10B Beckett Way, Parkwest Business Park, Nangor Road, Dublin 12, Ireland. Phone: (01) 623 844. Email: [Golfsure.combined@davies-group.com](mailto:Golfsure.combined@davies-group.com)

Unless **We** have agreed alternative claims procedures **You** should follow these instructions when reporting an incident.

### 2.1 Road Side Reporting

Where possible, report the incident at the scene by calling 01-623 8444.

### 2.2 Reporting where Road Side Reporting is Not Possible

If the driver of the **Insured Vehicle** is unable to report the incident at the scene it is essential that they report the incident as soon as practicably possible by calling 01-6238444. This will allow **Us** to contact the third party and control any aspect of their claim. This can drastically reduce the overall cost of any third party claim.

### 2.3 Reporting a Windscreen or Window Claim

If this Policy covers Windscreen and Windows repair or replacement You should call 01-6238444.

### 2.4 Advice to Follow in the Event of an Incident

- (a) Exchange the names, addresses and insurance details including policy numbers of all parties involved.
- (b) Try to obtain the names and addresses of as many witnesses as possible and collect as much information regarding injuries to all occupants of the other vehicle(s). Sometimes third party injury claims are received for fictional passengers so collecting accurate details and noting the number of passengers in each vehicle could drastically reduce the cost of any third party claim.
- (c) Note the names of the roads at the scene of the incident and if possible use a camera or mobile phone to capture images of the position of the **Insured Vehicle** and of any other vehicles at the time of the incident, road conditions, traffic signs, damage to all vehicles involved.
- (d) If any person was injured in the incident, notify the Police as soon as practicably possible.
- (e) DO NOT admit fault and DO NOT give or offer money to any other party involved.
- (f) All correspondence received by any party involved in the incident, any Police summons or hospital communication should be forwarded to **Us** as soon as practicably possible and unanswered to:

Golfsure Motor Claims. Davies Group, 10B Beckett Way, Parkwest Business Park, Nangor Road, Dublin 12 Ireland Phone: (01) 623 844. Email: [Golfsure.combined@davies-group.com](mailto:Golfsure.combined@davies-group.com) .



# Policy

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## 3 Definitions

- 3.1 "**Accessory / Accessories**" means **Audio and Visual Equipment**, safety equipment and manufacturers' tool kits which are part of the **Insured Vehicle's** original equipment and permanently fitted in accordance with the vehicle manufacturer's specification. Mobile telephones which operate independently through their own battery pack are not accessories within this definition.
- 3.2 "**Certificate of Motor Insurance**" means the evidence in writing of the existence of motor insurance as required by law which is provided to the **Insured** in connection with this **Policy** and which forms part of this **Policy**.
- 3.3 "**Commercial Vehicle**" means any:
- (a) motor vehicle (including its **Trailer** whilst attached) designed to be used for the carriage of goods;
  - (b) minibus with more than eight (8) but not more than sixteen (16) passenger seats; and
  - (c) bus or coach which is designed and authorised to carry more than sixteen (16) passengers.
- 3.4 "**Endorsement**" means a change in or an addition to the terms of this **Policy**, which may override or supplement terms, conditions, extensions or limitations of the **Policy** and which is endorsed on to this **Policy**.
- 3.5 "**Excess**" means the first part of each and every claim, for which the **Insured** is responsible and which is not covered by this **Policy**.
- 3.6 "**Insured / You / Your**" means the party shown as the Policyholder or **Insured** in any **Certificate of Motor Insurance** or **Schedule** applying to this **Policy**.
- 3.7 "**Insured Vehicle**" means any motor vehicle and any attached **Trailer** per the details lodged with the **Insurer**.
- 3.8 "**Insurer / We / Us / Our**" means Catlin Insurance Company (UK) Ltd.
- 3.9 "**Item of Plant / Special Types**" means
- (a) golf buggies; and
  - (b) any self-powered vehicle constructed to operate primarily as a tool of trade and not designed primarily for the carriage of goods or passengers.
- 3.10 "**Market Value**" means the replacement value of the **Insured Vehicle** at the time of loss or damage compared with one of the same make, model and condition. This value will be assessed by an automotive engineer in conjunction with the published trade guides at the time of loss. The **Insurer** may also consider advertised private market prices in arriving at the market value of the **Insured Vehicle**.
- 3.11 "**Period of Insurance**" means the period stated in the **Schedule**.
- 3.12 "**Policy**" means this document together with any **Certificate of Motor Insurance**, Insurance Disc, the **Schedule** and any **Endorsements** which details the insurance provided to the **Insured**.
- 3.13 "**Premium**" means the amount stated in the **Schedule**.
- 3.14 "**Private Car**" means any private passenger carrying motor vehicle designed to carry up to eight (8) passengers.

- 3.15 "**Road Traffic Acts**" means any current Act, Law or Regulation which governs the driving, use or ownership of any motor vehicle in the Republic of Ireland.
- 3.16 "**Schedule**" means the document titled **Schedule** that relates to and forms part of this **Policy**. It contains details of the **Insured**, the **Premium** paid or to be paid by the **Insured** and the cover applicable, it will also show any variations in the terms of this **Policy** and it may be replaced by an amended **Schedule** when there is a change in any detail of this **Policy**.
- 3.17 "**Territorial Limits**" means the Republic of Ireland.
- 3.18 "**Terrorism**" means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.
- 3.19 "**Trailer**" means an unpowered vehicle which is specifically designed to be towed by a powered motor vehicle for the carriage of goods, materials or livestock. Subject to the **Insurer's** prior agreement, semi-trailers forming part of articulated vehicles or drawbar trailers are not trailers and form part of an **Insured Vehicle** as a single motive unit.
- 3.20 "**Willis**" means Willis Risk Services (Ireland) Limited.

# Policy

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## 4 Policy Cover

The Sections of this **Policy** that are operative for each type of cover as stated in the **Schedule** are detailed below:

<b>Comprehensive</b>	Sections 1 to 4 inclusive
<b>Third Party Fire and Theft</b>	Section 1 clause 5.1(b) in respect of loss or damage as a result of fire, lightning, explosion, theft or attempted theft.  Extension 5.2(b) – Windscreen and Windows is inoperative.  Sections 2 and 4
<b>Third Party Only</b>	Sections 2 and 4

Please check the **Endorsements** attaching to this **Policy** for any possible amendment to these Sections.

# Policy

## 5 Section 1 – Loss of or Damage to the Insured Vehicle

### 5.1 Section Cover

If the **Insured Vehicle** and/or its **Accessories** are:

- (a) damaged; or
- (b) lost or damaged as a result of fire, lightning, explosion, theft or attempted theft;

the **Insurer** will at its discretion repair or replace the **Insured Vehicle** or make a cash settlement not exceeding the **Market Value** of the **Insured Vehicle** and its **Accessories** at the time of the loss or damage or the purchase price of the **Insured Vehicle** and its **Accessories**, whichever is the lesser.

### 5.2 Section Extensions

#### (a) Lost or Stolen Keys

In the event of the **Insured Vehicle's** ignition key (or lock transmitter) being lost or stolen the **Insurer** will reimburse the **Insured** for the cost of replacing the:

- (i) door locks and/or boot lock;
- (ii) ignition/steering lock;
- (iii) lock transmitter and central locking interface.

The **Insurer** will also pay for the cost of re-coding or replacing alarms and other security devices used in connection with the **Insured Vehicle**.

The maximum payable under this extension shall be EUR 1,000.

The **Insurer** will only pay for such replacement if it is satisfied that there is a likelihood that anyone in possession of the keys knows the identity or whereabouts of the **Insured Vehicle**.

#### (b) Windscreen and Windows

In the event of a window or a windscreen being broken from any cause and shattered glass or resultant scratching of bodywork is the only damage sustained by the **Insured Vehicle**, the **Insurer** will reimburse the **Insured** for the repair or replacement of such window, windscreen or glass.

The **Excess** under this extension shall be EUR 50.

#### (c) Payment to Owner of the Insured Vehicle

If to the knowledge of the **Insurer** the **Insured Vehicle** is the subject of a financial agreement or owned by a person other than the **Insured**, any payment in connection with a total loss or payment instead of repairs shall be made to the owner, receipt of which shall fully and finally discharge the **Insurer** of all liability in respect of such loss or repairs. (See also Section Extension 5.2(j) – Total Loss of the Insured Vehicle and Section Extension 5.2(k) – Salvage).

(d) **Trailers**

At the request of the **Insured** and subject to the **Insurer's** prior agreement the **Insurer** will cover the **Insured** in respect of:

- (i) semi-**Trailers** forming part of an articulated **Insured Vehicle**; or
- (ii) draw bar **Trailers** whilst attached to the **Insured Vehicle**.

The **Insurer** shall not be liable:

- (1) whilst the **Insured Vehicle** is towing a greater number of **Trailers** than is permitted by law; or
- (2) in respect of loss or damage to any property being conveyed thereon.

(e) **Transit and Related Costs**

The **Insurer** will cover the **Insured** in respect of:

- (i) accidents occurring during the course of transit by a recognised sea or rail route between any country referred to in the **Territorial Limits** (including the process of loading or unloading);
- (ii) general average contribution and sue and labour charges incurred due to the transportation of the **Insured Vehicle** by sea. The contribution relates to the current **Market Value** or the purchase price of the **Insured Vehicle** whichever is the lesser.

(f) **Unobtainable Parts and Accessories**

If the **Insurer** cannot obtain a replacement part or **Accessory** the maximum payable will be the manufacturer's last published price of such part or **Accessory**.

(g) **Repairs to the Insured Vehicle**

The **Insurer** will authorise the repair of the **Insured Vehicle** once the **Insurer** is aware of the extent of the damage. The **Insured** may, upon their own authority, arrange for the removal of the **Insured Vehicle** to the nearest competent repairer. The **Insurer** will pay the costs of:

- (i) safeguarding and removing the **Insured Vehicle** to the nearest competent repairer; and
- (ii) returning it, if repairable, to the **Insured's** address in the Republic of Ireland.

Before the **Insurer** authorises the repairs:

- (1) the **Insured** must notify the **Insurer** and provide details of the damage and the circumstances in which it arose; and
- (2) the **Insurer** must be in possession of a detailed repair estimate from an approved source.

All incidents must be reported in accordance with the Reporting Claims provisions on page 6.

(h) **Total Loss of the Insured Vehicle**

If the **Insurer** or the **Insurer's** representative decides the **Insured Vehicle** is beyond economical repair or the **Insured Vehicle** was stolen and not recovered within thirty (30) days of the theft the **Insurer** may choose to treat the **Insured Vehicle** as a total loss and make payment to the owner a sum equivalent to the vehicle's **Market Value** at the time of the damage or loss. When this occurs the **Insurer** will take possession of and be entitled to ownership of the damage or recovered vehicle. No refund or credit of insurance premium will normally be due in such circumstances and any replacement vehicle will be subject to an additional premium representing the unexpired **Period of Insurance**.

(i) **Salvage**

Where the **Insurer** has settled a claim under a total loss basis as detailed in Section Extension 5.2(j) – Total Loss of the Insured Vehicle, the **Insurer** may, at its discretion, agree to the **Insured** retaining the salvage for the purposes of breaking the **Insured Vehicle** for spare parts but only if the **Insurer** has been able to notify the Department of Transport, Tourism & Sport & the Road Safety Authority. The **Insured** must confirm to the **Insurer** in writing that the salvage will be used solely for reusable parts after which the salvage will be passed to an authorised agent for the remains to be crushed.

(j) **Uninsured Losses**

Where the total **Excess** applying to any claim made under this **Policy** for damage to the **Insured Vehicle** is EUR 500 or less, the **Insurer** will, at the **Insured's** request, attempt to recover such **Excess** (and any accident related uninsured losses such as alternative vehicle hire and other validated out of pocket expenses). The **Insurer** can only recover such losses where a valid claim is made for vehicle damage and the **Insurer** is able to recover the cost of the vehicle repairs from a third party insurer.

### 5.3 Section Exclusions

The **Insurer** shall not be liable:

- (a) for the **Excess** shown below for loss of or damage to the **Insured Vehicle** whilst being driven by or for the purpose of being driven is in the charge of any person who:
  - (i) is under 21 years of age EUR 300
  - (ii) holds a provisional licence or has held the appropriate driving licence for the vehicle being driven for less than one (1) year EUR 150
- (b) in respect of loss of use and/or depreciation;
- (c) for wear and tear being a reduction in value through age, natural deterioration, ordinary use, depreciation due to use, damage by exposure to the light, lack of maintenance or damage which happens gradually over a period of time, mechanical, electrical, electronic or computer breakdowns or failures;
- (d) for damage to tyres by application of brakes or by punctures, cuts or bursts;
- (e) for any reduction of the **Market Value** of the **Insured Vehicle** as a result of repairs;
- (f) for any loss or destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
- (g) for any fixtures and fittings of a motorised caravan unless such fixtures and fittings were supplied by the manufacturers when new;

- (h) in respect of loss of the **Insured Vehicle** by deception by a purported purchaser or their agent or loss of proceeds of sale;
- (i) in respect of any loss or damage arising from theft or attempted theft unless:
  - (i) for **Insured Vehicles** which are golf buggies, they are chained together or held in a locked compound; or
  - (ii) for all other **Insured Vehicles**, the ignition key has been removed and all doors, windows and other openings have been closed and locked:  
when parked up overnight.
- (j) for any amount exceeding EUR 250,000 in respect of any one claim or number of claims arising during or in consequence of an act of **Terrorism**.

# Policy

## 6 Section 2 – Liability to Third Parties

### 6.1 Section Cover

#### (a) Cover for the Insured

The **Insurer** will cover the **Insured** against liability at law for damages and claimants' costs and expenses in respect of the death of or bodily injury to any person and damage to property caused by or through or in connection with the **Insured Vehicle** including the loading or unloading of any **Commercial Vehicle** covered by this **Policy**.

#### (b) Cover for Other Persons

Where the **Certificate of Motor Insurance** permits, the **Insurer** will also cover under the terms of this Section the following persons:

- (i) any person driving the **Insured Vehicle** with the permission of or on the order of the **Insured**;
- (ii) any person using the **Insured Vehicle** with the permission of the **Insured**;
- (iii) any person driving or using a **Private Car** not belonging to the **Insured** or the said person or hired to the **Insured** or the said person under a hire purchase or leasing agreement;
- (iv) any passenger in the **Insured Vehicle** or mounting into or alighting from the **Insured Vehicle** who is not driving or in charge for the purpose of driving;
- (v) in the event of the death of any person entitled to cover under this Section, their personal representatives in the terms of this **Policy** and subject to the exclusions, conditions and limitations which applied to such person.

Any persons covered shall as though they were the **Insured** observe, fulfil and be subject to the terms, exclusions, conditions and limitations of this **Policy** insofar as they can apply and shall in no respect be in a better position than the **Insured**.

#### (c) Legal Defence

In dealing with or defending any claim under this Section the **Insurer** may at its option arrange and pay for:

- (i) solicitors' fees for representation at any Coroner's Inquest or Inquiry or defence of proceedings at any court of summary jurisdiction;
- (ii) legal services to defend any person in the event of proceedings being undertaken for manslaughter, or causing death by reckless or dangerous driving;
- (iii) any other legal costs and expenses agreed by the **Insurer** in writing.

The **Insurer** will only pay legal costs if they relate to an incident which is covered by this Section.



(d) **Unauthorised Movement**

The **Insurer** will cover the **Insured** under the terms of this Section in respect of liability arising out of an accident caused by or in connection with the moving aside (without the authority of the owner) of any motor vehicle parked in such a position as to obstruct the legitimate passage or the loading or unloading of the **Insured Vehicle**.

The **Insurer** shall not be liable in respect of loss of or damage to any vehicle being moved where such loss or damage is sustained during the process of moving the said vehicle as defined above.

(e) **Joint Insured**

If the title of the **Insured** comprises more than one party, the **Insurer** will cover each party as though they were the holders of a separate insurance. However, nothing in this clause shall operate so as to increase the overall limit of liability provided under this **Policy**.

(f) **Principal's Liability**

The **Insurer** will cover, under the terms of this Section, the **Insured** in respect of liability assumed by the **Insured** under an agreement with any person (hereinafter called the "**Principal**") for the execution of work or the provision of services or in connection with access to any premises or road in the ownership or occupation of the **Principal**.

Provided always that the **Insured** shall have arranged with the **Principal** for the conduct or control of all claims for which the **Insurer** may be liable by virtue of this Section to be vested in the **Insurer**.

The **Insurer** shall not be liable 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 **Insured** 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 cover the **Principal**;
- (iv) liability which arises other than by reason of the negligence of the **Insured** or an employee of the **Insured**.

(g) **Damage to Third Party Property**

The **Insurer** will cover the **Insured** under the terms of this Section for any amount up to but not exceeding:

- (i) EUR 5,000,000 in respect of any **Private Car** or **Commercial Vehicle** with a gross vehicle weight up to and including 7.5 tons;
- (ii) EUR 5,000,000 in respect of any **Commercial Vehicle** with a gross vehicle weight exceeding 7.5 tons or any **Item of Plant/Special Type**;

for damage to property in respect of any one claim or number of claims arising out of one cause in connection with the **Insured Vehicle**.

(h) **Contingent Liability**

The **Insurer** will cover the **Insured** under the terms of this Section when liability at law arises out of an accident caused by or in connection with any motor vehicle not the property of or provided by the **Insured** whilst it is being used on the **Insured's** behalf. The **Insurer's** maximum liability under this clause shall be limited to EUR 5,000,000.

Provided always that the **Insured** shall take all practicable steps to ensure that there is in force in respect of such vehicle an insurance policy valid for such use.

(i) **Towing**

The **Insurer** will cover the **Insured** under the terms of this Section in respect of liability arising in connection with any **Trailer, Trailer-caravan** or any disabled mechanically-propelled vehicle whilst attached to the **Insured Vehicle**.

The **Insurer** shall not be liable whilst the **Insured Vehicle** is towing a greater number of **Trailers** than is permitted by law.

(j) **Emergency Treatment**

The **Insurer** will cover any person driving or using the **Insured Vehicle** for liability under the **Road Traffic Acts** for emergency treatment fees arising out of an accident in connection with the **Insured Vehicle**.

## 6.2 Section Exclusions

The **Insurer** shall not be liable:

- (a) in respect of the death of or bodily injury to any person arising out of and in the course of such person's employment by the **Insured** or by any other person claiming to be covered under this Section other than to meet the requirements of the **Road Traffic Acts**;
- (a) for damage or injury to any property or animals belonging to or held in trust by or in the custody or control of the **Insured** or any person claiming to be covered under this Section;
- (b) to cover any person referred to in Section Cover 6.1(a) – Cover for the Insured and Section Cover 6.1(b) – Cover for Other Persons in respect of any claim for which they are entitled to cover under any other insurance;
- (c) for any accident, injury, loss, and/or damage arising from the use of any **Item of Plant/Special Type** or plant forming part of the **Insured Vehicle** whilst **Item of Plant/Special Type** is being used as a tool of trade other than to meet the requirements of the **Road Traffic Acts**;
- (d) for loss or damage by pollution or contamination however caused other than to meet the requirements of the **Road Traffic Acts**.

For the purposes of this exclusion, pollution or contamination shall mean all:

- (i) pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
  - (ii) death, bodily injury, illness, loss or damage directly or indirectly caused by such pollution or contamination;
- (e) any accident, injury, loss, damage or liability arising in connection with any **Insured Vehicle** being used airside.

For the purposes of this exclusion airside shall mean that part of an aerodrome or airport provided for the take off and landing of aircraft, the movement of aircraft on the surface, aircraft parking aprons including the associated service roads and ground equipment areas and/or those parts of passenger terminals which come within the Customs examination area;

- (f) other than to meet the requirements of the **Road Traffic Acts**, in respect of death, injury or damage caused or arising:
  - (i) beyond the limits of any carriageway or thoroughfare in connection with the loading or unloading of the **Insured Vehicle**;
  - (ii) in connection with the loading or unloading of the **Insured Vehicle** by any person other than the driver or the attendant of the **Insured Vehicle**;
- (g) for any claim arising during or in consequence of an act of **Terrorism** other than to meet the requirements of the **Road Traffic Acts**.
- (h) any loss damage or liability whilst the **Insured Vehicle** is being driven or used for the carriage of explosives, chemicals, chemical by-products, acids or goods of a generally dangerous or inflammable nature unless specifically agreed by the **Insurer**.

# Policy

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## 7 Section 3 – Medical Expenses

The **Insurer** will refund expenses for medical treatment to any occupant of the **Insured Vehicle** as the result of personal injuries by violent, accidental, external and visible means sustained in direct connection with the **Insured Vehicle** not exceeding EUR 1,000 each injured person.

# Policy

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## 8 Section 4 – Unauthorised Use

The **Insurer** will cover the **Insured** whilst the **Insured Vehicle** is being driven by any person without the knowledge or consent of the **Insured** for any purpose not permitted under this **Policy**.

Provided always that the Insured shall take all practical precautions to ensure that all persons who may drive the Insured Vehicle are made aware of the limitations as to use as defined in this Policy.

# Policy

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## 9 Exclusions

This **Policy** does not cover:

### 9.1 Confiscation or Requisition

any claim occasioned by or arising from confiscation or requisition or destruction of or damage to property by order of any Government or Public Authority, except so far as is needed to meet the requirements of the **Road Traffic Acts**

### 9.2 Contractual Liability

any liability accepted by agreement which would not have attached in the absence of such agreement other than the cover granted under Section Cover 6.1(f) – Principal's Liability.

### 9.3 Radioactive Contamination

loss or destruction of or any damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any loss as a consequence thereof or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- (a) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### 9.4 Riot and Civil Commotion

any claim arising during or in consequence of riot and/or civil commotion occurring anywhere other than in the Republic of Ireland.

### 9.5 Use and Driving

any liability loss or damage incurred whilst any **Insured Vehicle** is:

- (a) being used for any purpose not permitted by the **Certificate of Motor Insurance** or any **Endorsement** attaching to and forming part of this **Policy**;
- (b) being driven by any person not permitted by the **Certificate of Motor Insurance** or any **Endorsement** attaching to and forming part of this **Policy**;
- (c) being driven by or for the purpose of being driven is in the charge of any person who has never held the appropriate driving licence for the vehicle being driven or who is disqualified from holding or obtaining such a licence.

### 9.6 War

any claim occasioned by or arising from war, invasion, hostilities (whether war be declared or not), acts of foreign enemy, civil war, revolution, rebellion, insurrection, military or usurped power, except so far as is needed to meet the requirements of the **Road Traffic Acts**.

# Policy

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## 10 Conditions

### 10.1 Duties of the Insured

The **Insurer** shall be entitled to refuse to pay any claim under this **Policy** in its entirety if the **Insured** does not:

- (a) observe and fulfil the terms, exclusions, conditions and **Endorsements** of this **Policy** insofar as they relate to anything to be done or complied with by the **Insured**;
- (b) maintain the **Insured Vehicle** in a roadworthy condition being a substantially and thoroughly sound, safe and efficient condition;
- (c) take all practical precautions to safeguard the **Insured Vehicle** from loss or damage;
- (d) ensure that the **Insured Vehicle** is not driven by any person who has been refused any motor vehicle insurance or its continuance thereof;
- (e) ensure that the **Insured Vehicle** is used only for those purposes permitted in the **Certificate of Motor Insurance**;
- (f) ensure that the **Insurer**, or its authorised representative, shall have at all times free access to examine the **Insured Vehicle**.

### 10.2 Claims Procedures

The **Insurer** shall be entitled to refuse to any claim under this **Policy** in its entirety if the **Insured** does not comply with the following provisions:

- (a) When an accident, loss or damage occurs:
  - (i) the **Insured** or the **Insured's** legal representative must notify the **Insurer** as soon as practicably possible with full details;
  - (ii) the **Insured** must take all steps to ensure the safety of the damaged **Insured Vehicle** and its **Accessories**;
- (b) Any letter, claim, writ, claim form, summons or process relating to the accident, loss or damage must be sent, unanswered, to the **Insurer** as soon as practicably possible;
- (c) The **Insurer** must be advised in writing as soon as practicably possible after the **Insured** becomes aware of any intended prosecution, Coroner's Inquest or Fatal Inquiry in connection with the accident;
- (d) Any persons who are claiming under this **Policy** must make no admission, offer, payment or promise without the **Insurer's** written consent or act in any way which might prejudice the **Insurer's** position;
- (e) The **Insured** or any person covered by this **Policy** must give the **Insurer** all the assistance and information possible and produce a copy of the driver's licence if requested.
- (f) If the **Insured Vehicle** and its **Accessories** are stolen or taken without the **Insured's** consent the **Insured** must, as soon as practicably possible, report the same to the police and supply the **Insurer** with the crime reference number, if applicable

The **Insurer** shall not be liable for any increase in damage as a result of the **Insured Vehicle** being removed under its own power following an accident.

The **Insurer** may, at its discretion, take over and conduct in the **Insured's** name or the name of any person covered under this **Policy**, the defence, prosecution or settlement of any claim for the **Insurer's** benefit.

The **Insurer** shall have full discretion over the conduct of any proceedings and settlement of claims.

The **Insurer** reserves the right if it or its representative consider any repair estimate to be excessive to enter into any communication with the repairer and failing agreement, to arrange for the removal of the **Insured Vehicle** to another repairer and pay for such work as may already have been done.

### 10.3 Road Traffic Act

Under the **Road Traffic Acts** it is an offence to make any false statements or withhold any information in order to obtain a cover note or a **Certificate of Motor Insurance**.

### 10.4 Other Insurance

This **Policy** does not cover any liability, loss or damage if at the time of the happening of the said liability, loss or damage there is another insurance in force covering the same liability, loss or damage whether effected by the **Insured** or not.

### 10.5 Right of Recovery

Nothing in this **Policy** shall affect the right of the **Insurer** to maintain an action for recovery of sums paid under the provisions of any enactment of any territory in which this **Policy** operates relating to the insurance of liabilities to third parties and which the **Insurer** would not have been liable to pay but for the provisions of such enactment.



# Policy

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## 11 Market Databases

### 11.1 Claims and Underwriting Exchange Register

The **Insurer** will pass information to the Claims and Underwriting Exchange Register run by the Insurance Database Services Limited, and the Motor Insurance Anti-Fraud and Theft Register run by the Association of British Insurers. The aim is to help the **Insurer** check information provided and also to prevent fraudulent claims. When the **Insurer** deals with the **Insured's** request for insurance it may search these registers. When the **Insured** tells the **Insurer** about any incident, the **Insurer** can pass information relating to it to the registers.

### 11.2 National Fleet Database

The **Insured** shall supply details of all vehicles whose use is covered by this **Policy** as is required by the relevant law applicable in the Republic of Ireland for entry on the National Fleet Database.

Information relating to this **Policy** may be added to the National Fleet Database (NFD). NFD and the data stored on it may be used by certain statutory and/or authorised bodies including the Gardai, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- (a) Electronic Licensing;
- (b) Continuous Insurance Enforcement;
- (c) Law enforcement (prevention, detection, apprehension and/or prosecution of offenders); and
- (d) the provision of government services and/or other services aimed at reducing the level and incidence of uninsured driving.

If the **Insured** is involved in a road traffic accident (either in the Republic of Ireland, the European Economic Area or certain other territories), the **Insurer** and/or the MIBI may search the NFD to obtain the relevant information.

Persons (including their appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the NFD.

It is vital that the NFD holds the **Insured's** correct registration number. If it is incorrectly shown on the NFD the **Insured** is at risk of having the **Insured Vehicle** seized by the Gardai. The **Insured** can find out more about the NFD at [www.nfd.ie](http://www.nfd.ie).