Arranged by

KENNCO UNDERWRITING LIMITED

Insured by

AXA

Motor Policy

service, stability, security

Motor
Insurance Policy

FOR PRIVATE MOTOR AND
LIGHT COMMERCIAL VEHICLES

Policy Arranged By:
KennCo Underwriting Ltd ("KennCo". KennCo is an Irish owned and run underwriting agency based in Rathfarnham, Co Dublin. It is registered in the Company Registration Office under Company number 454673 and its registered office is Suites 5- 7, Grange Road Office Park, Grange Road, Rathfarnham, Dublin 16. KennCo Underwriting Ltd T/A KennCo Insurance is regulated by the Central Bank of Ireland. ref c49930.

Policy Insured By:
This ***Policy*** is insured by **AXA Insurance dac**. AXA Insurance dac is a private company limited by shares with its registered offices at Wolfe Tone House, Wolfe Tone Street, Dublin 1, registered number 136155.
AXA Insurance dac is regulated by the Central Bank of Ireland.

Please note that *Your Contract* with *Us* and from which *Your Policy* has been prepared is based upon the information on the *Proposal Form/Statement of Fact*. *Your contract* is made up of the *Proposal Form/Statement of Fact*, this booklet, the *Schedule* and the *Certificate of Motor Insurance* and Insurance Disc. *You* should carefully read these documents and contact *Your* Broker if any of the information is incorrect or if *You* have any queries. It is advisable to keep all insurance documents in a safe place for future reference.

08/21

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Important Information
Please read this ***Policy***, the ***Schedule*** (including ***Endorsements*** and the ***Certificate of Motor Insurance*** very carefully. Together with the information ***You*** gave ***Us*** in the ***Proposal Form/Statement of Fact***, and declarations that ***You*** have made, they form the ***Contract of Motor Insurance***. ***You*** should pay particular attention to the ***General Exclusions***, the ***General Conditions*** and any ***Endorsements*** that apply.

The words that appear in italics throughout this ***Policy*** are explained under the sub-section entitled DEFINITIONS and have the same meaning wherever they appear.

Please tell ***Your*** Insurance Broker immediately if ***You*** have any questions, the cover does not meet ***Your*** needs, or any part of ***Your*** insurance documentation is incorrect.

Language
The language of ***Your Policy*** and any communication throughout the duration of the ***Period of Insurance*** will be English.

Cooling-off Period – Right to Cancel
You have the right to cancel this ***Policy*** within 14 working days of the inception date or the date ***You*** receive these ***Policy*** documents without penalty and without giving any reason.

To do this, ***You*** must advise ***Us*** or ***Your*** Insurance Broker and return the ***Certificate of Motor Insurance*** and Insurance Disc.

If ***You*** choose to cancel this ***Policy*** during the 'cooling off period', ***You*** will have to pay a proportional amount of premium for the period of time ***You*** had insurance cover.

Cancelling the *Policy*

To cancel this ***Policy***, just advise ***Us*** or ***Your*** Insurance Broker by phone or in writing and return ***Your Certificate of Motor Insurance*** and Insurance Disc. **We** will refund any premium due based on the unused days left to run on the ***Policy***, less and administration fee, provided ***You*** have not claimed or been involved in any incident likely to result in a claim during the current **Period of Insurance**. **We** will not refund an amount less than €10 after **We** charge an administration fee.

We, or ***Our*** authorised agent, may cancel this ***Policy*** by giving ***You*** 10 days notice in writing to ***Your*** last known address and **We** will inform the Department of Transport. ***You*** must then return the certificate of insurance and Insurance Disc.

DATA PROTECTION NOTICE
It is important that ***You*** read this Data Protection Notice or that someone explains it to ***You.*** The Notice must be shown to any party related to the insurance. It explains how ***We*** may use ***Your*** details and tells ***You*** about the systems and registers that ***We*** and others have in place, which allow ***Us*** to detect and prevent fraudulent applications and claims. ***You*** must tell ***Us*** about any incident (such as an accident, fire or theft whether or not a claim is likely to result. When ***You*** tell ***Us*** about such an incident, information relating to it will be passed to the registers. ***We*** may search these databases when ***You*** apply for insurance, at renewal or in the event of an incident or claim, to validate ***Your*** claims history or that of any other person or property likely to be involved in the ***Policy*** or claim. ***We*** may share information about ***You*** with other companies in ***Our*** group or those providing services to ***Us***.

Preventing and detecting fraud claims history
In order to prevent and detect insurance-related fraud, ***We*** may do the following at any time

- Share information about ***You*** with other companies within ***Our*** group or those providing services to ***Us***,
- Check and/or file ***Your*** details with fraud prevention agencies registers and databases and if ***You*** give ***Us*** false or inaccurate information and/or make or attempt to make a fraudulent claim, this information will be recorded on the registers.
- ***We*** subscribe to the Insurance Link database and may subscribe to other industry databases for fraud prevention purposes. ***We*** may request information about ***You*** and ***Your*** claims history and/or share information ***We*** hold about ***You*** and ***Your*** claims history with other insurance companies directly, their agents and with any other intermediary acting for ***You***.

If ***You*** have any questions, or would like more information about Data Protection, please write to the Office of Data Protection Commissioner, Canal House, Station Road, Portarlington, Co. Laois. Email: info@dataprivacy.ie

Under the conditions of the Data Protection Acts 1988 and 2003 of Ireland, ***You*** are entitled, if ***You*** pay a fee, to receive a copy of the information ***We*** hold about ***You.***

CLAIMS SERVICE
What to do in the event of an Accident:

If ***You*** have been involved in a motor accident and / or need to make a claim call ***Us*** or ***Your*** Insurance Broker immediately.

Our claims service is operational from ***Monday to Friday 09:00am – 17:30pm (Ph 01-4994600)*** though outside normal business hours ***You*** can avail of ***Our 24 hour Accident Assistant Service (Ph 01-2735151)***.

We will take all the details from ***You***, send out the required claim form or alternatively ***You*** can also download ***Our*** claim form from the website. The claim form should be completed and returned to ***Us*** as soon as possible.

If ***You*** are claiming against another Insurer for ***Your*** motor damage, ***We*** can provide ***You*** with advice on how to make ***Your*** claim.

If ***Your*** car is not driveable following an incident or has been stolen though has since been recovered damaged, it is imperative that ***You*** phone ***Us*** so that ***We*** can arrange to have ***Your*** car towed to the nearest KennCo Approved Repairer where ***We*** will provide ***You*** with a courtesy vehicle for up to 5 Days (subject to the relevant cover being in place.

Important Notice: There is no cover for car hire if ***You*** opt to have ***Your*** repairs carried out with a garage other than a KennCo Approved Repairer.

There are some other important notes that ***You*** should be aware of if ***You*** have been involved in an accident or ***Your*** vehicle is stolen and they are as follows:

Accident
- Give ***Your*** name, address and insurance details.
- Get the name, address, phone number, vehicle registration and any other information ***You*** can from the other driver or drivers, passengers, witnesses and any attending Garda.
- Note the exact location and any relevant road signs and markings.
- If there is an injury and ***You*** did not give ***Your*** details at the scene, report the incident to the Garda within 24 hours.

Theft
- Report the theft to the Garda immediately and take a note of the Garda's name, number, station and crime book reference number if applicable.
- If ***You*** know where the vehicle is after its theft, make sure that it is safe and secure.

After any accident or theft, report the incident immediately to *Us* or *Your* Insurance Broker.

In the event that *You* do not *use Our A*pproved Repairers

If ***You*** have Accidental Damage or Fire and Theft cover as detailed in Sections 2 & 3 and:

The vehicle can still be driven:
- After telling ***Your*** Insurance Adviser about the claim ***You*** will receive an Accident Report or Theft Form which ***You*** should complete and return as soon as possible with two estimates for repair
- ***We*** will give permission for the repairs to be carried out after reviewing the estimates provided or after an engineer has inspected the vehicle.
- ***You*** must not authorise repairs without ***Our*** written permission.

The vehicle cannot be driven:
- ***We*** will cover a reasonable cost of ***Your*** vehicle being collected and brought to ***Your*** garage in order for an engineer to inspect it.
- ***You*** should remove all ***Your*** personal belongings, documents, goods and tools of trade as ***We*** may move the vehicle to a safe place while it is waiting to be repaired or otherwise dealt with.

*Excess/*VAT
- ***You*** must pay the relevant ***Excess*** or VAT (if ***You*** are registered) direct to the repairer when ***You*** collect the vehicle.

OUR SERVICE

While **We** are committed to providing the highest level of service to ***Our*** customers, if ***You*** are dissatisfied with any aspects of ***Our*** service, ***Policy*** terms or claims handling, ***You*** can contact ***Us***.

- For a complaint about ***Your Policy*****,** contact ***Your*** broker.
- For a complaint about ***Your*** claim, contact ***Our*** claims action line on 01 4994600.

If ***Your*** complaint cannot be sorted, ***You*** can contact the KennCo Customer Care Department. The Complaints Manager
KennCo Underwriting Ltd
Suites 5 – 7 Grange Road Office Park
Grange Road
Rathfarnham
Dublin 16
Phone: (01) 4994600,
E-mail: complaints@kennco.ie

Our promise to ***You***

- ***Your*** complaint will be acknowledged within 5 (five) business days of the complaint being made.
- ***We*** will investigate ***Your*** complaint.
- ***You*** will be provided with an update on the progress of ***Your*** complaint.
- ***We*** will do everything possible to sort out ***Your*** complaint.
- ***We*** will use feedback from ***You*** to improve ***Our*** service.

Should ***You*** remain dissatisfied with the way ***We*** have dealt with ***Your*** complaint, ***You*** may be able to refer ***Your*** complaint to:

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

Tel: +353 1 6 567 7000
E-mail: info@fspo.ie
Website: www.fspo.ie

If ***You*** have purchased ***Your*** contract online ***You*** may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

The complaints handling arrangements above are without prejudice to ***Your*** right to commence a legal action or an alternative dispute resolution proceeding in accordance with ***Your*** contractual rights.

YOUR POLICY

This ***Policy***, the ***Schedule***, the ***Certificate of Motor Insurance***, information ***You*** gave **Us** in the ***Proposal Form/ Statement of Fact*** and declarations that ***You*** have made, form a legally binding ***Contract of Motor Insurance*** between ***You*** and ***Us***. This ***Contract of Motor Insurance*** is a contract personal to ***You*** and ***You*** cannot transfer it to anyone else.

We agree to insure ***You*** under the terms of this ***Contract of Motor Insurance*** against any liability, loss or damage that occurs within the ***Geographical Limits*** during the ***Period of Insurance*** for which ***You*** have paid, or agree to pay, the premium.

You must read this ***Policy***, the ***Schedule*** and the ***Certificate of Motor Insurance*** together. The ***Schedule*** tells ***You*** which sections of the ***Policy*** apply and identifies any ***Endorsements***. Please check all three documents carefully to make sure that they give ***You*** the cover ***You*** want and that ***You*** comply with all the relevant terms and conditions, including any ***Endorsements***.

Unless ***We*** have agreed otherwise with ***You***, this insurance is governed by Irish Law.

Taxes

There may be circumstances where taxes may be due that are not paid via ***Us***. If this occurs then it is ***Your*** responsibility to ensure that these are paid direct to the appropriate authority.
The stamp duty on this ***Policy*** has been or will be paid to the Revenue Commissioners in accordance with the provisions of section 113 of the Finance Act 1990 and Section 5 of the Stamp Duties Consolidation Act 1999.

DEFINITIONS

The following words or phrases have the same meaning wherever they appear and are shown in italics and bold throughout this ***Policy***.

Certificate of Motor Insurance – Legal evidence of ***Your*** insurance. It is one part of the ***Contract of Motor Insurance***. It shows the vehicle **We** are insuring, who may drive the ***Insured Vehicle***, what it may be used for and the ***Period of Insurance***.

Contract of Motor Insurance -The ***Policy***, the ***Schedule*** (including ***Endorsements***), the ***Certificate of Motor Insurance***, the information ***You*** gave ***Us*** in the ***Proposal Form/Statement of Fact*** and declarations that ***You*** have made, all form the ***Contract of Motor Insurance***.

Endorsement - Something which alters ***Your*** insurance cover. ***Your*** cover will be affected by any ***Endorsement*** that is shown on the ***Schedule***. (Such ***Endorsements*** may add exclusions to the cover or require ***You*** to take action such as fitting approved security.) More than one ***Endorsement*** may apply. If ***You*** do not comply with any ***Endorsements***, this ***Contract of Motor Insurance*** may no longer be valid and ***We*** may refuse to deal with any claim.

Excess - The amount ***You*** have to pay towards each claim ***You*** make under this ***Contract of Motor Insurance***. There may be more than one ***Excess***, part of which may be voluntary (where ***You*** have chosen to take an ***Excess*** to receive a discount on ***Your*** premium).

General Conditions - These describe ***Your*** responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim or the ***Contract of Motor Insurance*** is cancelled.

General Exclusions - These describe the things that are not covered by the ***Contract of Motor Insurance***. They are in addition to the exclusions shown under the headings 'What is not covered' in each of the Sections detailing the cover provided.

Geographical limits - The Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands or in the course of transit from the above to any European ports by sea or whilst being transported on the Channel Tunnel shuttle.

Insured Vehicle - The vehicle shown on the current ***Schedule*** and ***Certificate of Motor Insurance***.

Insured Driver - ***You*** and any person named on the ***Schedule*** and ***Certificate of Motor Insurance***.

Market Value - The cost of replacing the ***Insured Vehicle*** at the date of the accident or loss with one of a similar make, model, age, condition and mileage. ***We*** will usually ask an engineer to give ***Us*** advice about the ***Market Value*** of the ***Insured Vehicle***, refer to guides of vehicle values and any other relevant sources. ***We*** will not pay VAT or excise tax. In assessing the ***Market Value***, ***You*** should consider the amount that could reasonably have been obtained for the ***Insured Vehicle*** if ***You*** had sold it immediately before the accident, loss or theft. If ***You*** are registered for VAT, ***We*** will pay net of same

Period of Insurance - The length of time covered by this ***Contract of Motor Insurance***, as shown on the current ***Schedule*** and ***Certificate of Motor Insurance***.

Policy - This booklet which sets out the details of cover and all the terms and conditions that apply. It is one part of the ***Contract of Motor Insurance***.

Proposal Form/Statement of Fact - The documents filled in by ***You***, or on ***Your*** behalf by an Insurance Broker or someone else, and all other information ***You*** gave and declarations made at the time the insurance was arranged and on which ***We*** have relied when agreeing to offer this ***Contract of Motor Insurance***. If ***You*** do not tell ***Us*** about changes, this ***Contract of Motor Insurance*** may no longer be valid and ***We*** may refuse to deal with any claim.

Schedule - Forms part of the ***Contract of Motor Insurance*** and confirms details of ***You***, the ***Insured Vehicle*** and the cover that applies. It is one part of the ***Contract of Motor Insurance***.

Spouse/Partner - Husband, wife or ***Partner*** of the insured and in each of these relationships co-habiting and sharing household expenses or responsibilities.

We, Our, Us - The Insurer or Insurers named as the Vehicle Insurer on the ***Certificate of Motor Insurance***.

You, Your - The person named as the Insured on the ***Schedule*** or as the Policyholder on the ***Certificate of Motor Insurance***.

YOUR COVER
The current ***Schedule*** shows what ***You*** are covered for. The different kinds of cover are Comprehensive (COMP), Third Party Fire and Theft (TPFT) or Third Party Only (TPO).

USE
This ***Contract of Motor Insurance*** only covers ***You*** if ***You*** use the ***Insured Vehicle*** in the way described in ***Your Certificate of Motor Insurance*** (under 'Limitations as to Use') and any ***Endorsements***.

RENEWAL
When this ***Policy*** is due for renewal, ***We*** will write to ***Your*** insurance adviser at least 20 working days before the ***Period of Insurance*** ends with full details of ***Your*** next year's premium and ***Policy*** terms and conditions. If ***You*** do not want to renew this ***Policy*** please contact ***Your*** insurance adviser. Occasionally, ***We*** may not be able to offer to renew ***Your Policy***. If this happens, ***We*** will write to ***Your*** insurance adviser at least 20 working days before the expiry of ***Your Policy*** to allow enough time for ***You*** to make alternative insurance arrangements.

SECTION 1
Liability to Others: Third Party Cover

What is covered
We will insure ***You*** and any ***Insured Driver*** for all damages, costs and expenses ***You*** legally have to pay if they arise out of a covered act of negligence under this ***Policy*** while driving or in charge of the ***Insured Vehicle***.

Cover extends to liability while towing a trailer or caravan.

Cover is provided for detached single axle trailers not exceeding an unladen weight of 0.5 ton.

What is not covered
- Legal liability if ***Your*** current ***Certificate of Motor Insurance*** does not cover the person using the ***Insured Vehicle*** or if the person using the ***Insured Vehicle*** is excluded from driving or using the ***Insured Vehicle*** as a result of the ***General Exclusions***, ***General Conditions*** and ***Endorsements***
- Loss or damage to the ***Insured Vehicle*****,** caravan, trailer or broken-down car
- Any amount above €30,000,000 for damage to other people's property if the ***Insured Vehicle*** is a Private Motor Vehicle inclusive of all legal costs
- Any amount above €2,000,000 for damage to other people's property if the ***Insured Vehicle*** is a Commercial Vehicle or a small Public Service Vehicle inclusive of all legal costs
- Property belonging to (or in the care of) ***You*** or ***Your*** passengers or in any caravan, trailer or broken-down car
- Death or injury to the person driving or in charge of the ***Insured Vehicle*** or to any person being carried in or on, or getting into or out of, a caravan, trailer or broken-down car
- Legal liability when ***You*** are towing the caravan, trailer or broken-down car for profit
- If ***Your*** current ***Certificate of Motor Insurance*** states that business use is allowed, liability for death or injury to any employee of the person insured, arising during the course of their employment, except where needed by law
- Liability for death, injury or damage resulting from using the ***Insured Vehicle*** or any machinery attached to it as a tool of trade
- Loss or damage to any bridge, weighbridge, viaduct, road or other surface over which the vehicle is driven, or anything under the surface caused by the weight or vibration of the ***Insured Vehicle*** or its load
- Liability for death, injury or damage when the ***Insured Vehicle*** is not on a public road and is in the process of being loaded or unloaded by any person other than the driver or attendant of the ***Insured Vehicle***
- Loss, damage or liability caused by pollution or contamination as a result of any load seeping from the ***Insured Vehicle***, or any load spilling from or shifting in the ***Insured Vehicle***.

Insuring Others
What is covered
We will also insure the following people under this Section
- Any person causing an accident whilst being legally carried in, or getting into or out of the ***Insured Vehicle***.
- ***Your*** employer or business ***Partner*** (but only if ***Your*** current ***Certificate of Motor Insurance*** states that business use is allowed)
- If anyone covered by this ***Contract of Motor Insurance*** dies, ***We*** will cover their legal representative to deal with any claims made against that person's estate

What is not covered
- Legal liability if ***Your*** employer or business ***Partner*** is using the ***Insured Vehicle*** and ***Your*** current ***Certificate of Motor Insurance*** does not state that business use is allowed

Costs of Legal Representation -
What is covered
If ***We*** agree in writing first, ***We*** may pay for the following legal fees if they arise from a claim caused by an accident that is covered under this ***Contract of Motor Insurance***

- The solicitor's fee for representing anyone ***We*** insure at a court of summary jurisdiction, fatal accident enquiry or coroner's inquest
- The costs of legal services ***We*** arrange for defending an Insured Person against a charge of manslaughter or causing death by dangerous driving

What is not covered
- Any costs which have not first been agreed in writing by ***Us*** or arising from a claim caused by an accident which is not covered under this ***Contract of Motor Insurance***
- Any costs where ***We*** have chosen to stop payments or arising from a claim which is not covered as a result of the ***General Exclusions***, ***General Conditions*** and ***Endorsements***

Driving other cars
What is covered
If ***Your Certificate of Motor Insurance*** says so, ***We*** will insure ***You*** to drive any right hand drive Private Car that ***You*** do not own and is not hired to ***You*** or hired under a hire purchase or leasing agreement, providing ***You*** have the owner's permission to do so.

What is not covered
- Legal liability unless ***Your Certificate of Motor Insurance*** states that ***You*** are covered to drive other cars.
- Driving without the owner's permission.
- Legal liability which is covered by any other insurance ***You*** have to drive the other car.
- When ***You*** no longer have possession of the ***Insured Vehicle*** or ***You*** are no longer the owner of the ***Insured Vehicle***.
- The ***Insured Vehicle*** has been damaged so much that it is not worth repairing or has been stolen and is not recovered.
- Loss or damage to any property belonging to (or in the care of) any driver or passenger who is making a claim under this Section.
- Driving a vehicle that is owned by ***Your*** employer or hired to them under a hire purchase agreement.
- Driving, unless ***You*** hold a full licence and are 25 years or over.
- Driving a vehicle that is not in a roadworthy condition.
- Driving of any commercial vehicles or car-vans.

SECTION 2
Accidental Damage (excluding fire and theft)

What is covered
We will cover ***You*** for loss or damage to the ***Insured Vehicle***. This includes the manufacturer's standard accessories in or on the vehicle.

What is not covered

We also do not cover the following:

- Damage to tyres caused by wear and tear, braking, punctures, cuts or bursts
- Damage caused by frost, unless ***You*** have taken reasonable care to stop the damage happening and have followed the manufacturer's instructions to avoid liquid freezing in ***Your*** vehicle
- Loss or damage arising from the ***Insured Vehicle*** being filled with the wrong fuel
- Any amount above €190 for fitted in-car entertainment equipment
- Any amount above €250 in respect of towage charges
- Any amount above €100 in respect of storage charges
- The amount noted as ***Excess*** on the ***Schedule*** effective at the time of any incident
- Loss or damage as a result of incorrectly fuelling ***Your*** car or from the use of substandard or contaminated fuel, lubricant or parts
- Any damage caused by vermin
- Any personal effects to include child seats or restraints
- Loss or damage caused by parking the ***Insured Vehicle*** so close to a body of water that it results in flood damage, how so ever caused.
- Any loss or damage claim ***You*** fail to notify to ***Us*** as soon as practical.

Replacement Locks

What is covered

We will pay ***You*** up to €750 towards replacing locks and alarms for ***Your*** car if the keys for it are stolen from: ***Your*** home if force or violence has been used to get into or out of ***Your*** home

What is not covered

- If ***Your*** keys are stolen by deception or fraud or taken by a member of ***Your*** family and/or anyone who normally resides with ***You***
- Any loss where the keys are recovered before the locks and alarms are replaced
- Any loss if ***You*** do not report the theft of the keys as soon as possible to the Gardai or proper police authority. ***You*** will need to provide written proof that ***You*** have given this notice.

SECTION 3
Fire, Lightning, explosion and theft

What is covered

We will cover ***You*** for loss or damage to the ***Insured Vehicle*** that is caused by fire, lightning and explosion, theft or attempted theft. This includes the manufacturer's standard accessories on or in it.

What is not covered

- Any vehicle which is not the ***Insured Vehicle*** and any loss or damage if ***You*** do not have cover under this section
- Wear and tear, mechanical, electrical, electronic and computer failure, breakdowns or breakage
- Any personal effects to include child seats or restraints
- Any loss or damage claim ***You*** fail to notify to ***Us*** as soon as practical
- Any extra parts or accessories beyond the amount ***You*** have insured the ***Insured Vehicle*** for
- Loss or damage if ***You*** have failed to take reasonable care to protect the ***Insured Vehicle***, (see 'Care of the Vehicle' under the ***General Conditions***), or if it has been left unlocked or with the keys in it, on it, attached to it or within easy reach of it
- Loss or damage from repossessing the ***Insured Vehicle*** and returning it to its rightful owner, or
  - from any agreement or proposed transaction for hiring or selling the ***Insured Vehicle***, or
  - someone taking it by fraud, trickery or deception
- Loss or damage from the ***Insured Vehicle*** being taken or driven by a person who is not an ***Insured Driver*** but is a member of ***Your*** family or household, or
  - being taken or driven by an employee or former employee
- Loss or damage caused deliberately by ***You*** or any person driving the ***Insured Vehicle*** with ***Your*** permission
- Loss or damage resulting from using the ***Insured Vehicle*** or any machinery attached to it, as a tool of trade
- Any additional damage resulting from the ***Insured Vehicle*** being moved by ***You*** after accident, fire or theft
- Any amount above €190 for fitted in-car entertainment equipment
- Any amount above €250 in respect of towage charges
- Any amount above €100 in respect of storage charge
- Keys, remote control or security devices (whether lost or stolen)

- VAT if ***You*** are registered
- The amount noted as ***Excess*** on the ***Schedule*** effective at the time of any incident
- Tools of trade
- Loss or damage to the front or rear windscreens of the ***Insured Vehicle***.
- Loss or damage to more than one side window from any one theft or attempted theft incident.
- ***Us*** providing ***You*** with a courtesy car for any period.

SETTLING CLAIMS - SECTIONS 2, 3 & 6 Theft

We will treat the ***Insured Vehicle*** as stolen if it has not been recovered 14 days after ***You*** reported the theft to ***Us***. It must still be missing when ***We*** pay ***Your*** claim. ***You*** must report the theft to the Gardai as soon as it is discovered and provide ***Us*** with ***Your*** vehicle keys and spare keys, the Vehicle Registration Certificate and all other relevant documentation ***We*** ask for when ***You*** make ***Your*** claim. Once ***We*** have paid for this claim, the vehicle belongs to ***Us***.

Repairs after an accident or theft

We will pay the reasonable cost of protecting the ***Insured Vehicle*** and getting an authorised agent to take it to the nearest suitable repairer or another safe place if ***You*** cannot drive the ***Insured Vehicle*** after an accident or theft. If ***We*** think that the estimate for repairing the ***Insured Vehicle*** is unreasonable, ***We*** may ask for it to go to another repairer and may move the ***Insured Vehicle*** to the repairer of ***Our*** choice.

We may arrange a safe place to keep the ***Insured Vehicle*** while it is waiting to be repaired or otherwise dealt with.

You must not remove the ***Insured Vehicle*** if this could cause further damage (***We*** will not pay for damage caused in this way). ***You*** must obtain ***Our*** permission before ordering any new part/accessory or paying for any transport outside the Republic of Ireland.

How *We* will pay *Your* claim

We will, entirely at ***Our*** discretion and subject to the payment of the ***Policy Excess***, arrange to:

- pay for the damage to be repaired;
- give ***You*** an amount to replace the lost or damaged ***Insured Vehicle*** or item; or
- replace ***Your*** vehicle or any item.

The most *We* will pay

We will pay the least of:

- the ***Market Value*** of the ***Insured Vehicle*** less the ***Excess*** just before the loss or damage happened (with no additional payments for manufacturer's accessories or spare parts) less the salvage value, if applicable;
- the amount which ***You*** insured the ***Insured Vehicle*** for less the ***Excess***; or
- the cost of repairing the ***Insured Vehicle*** less the ***Excess***.

If any lost or damaged part or manufacturer's accessory is no longer available, the most ***We*** will pay will be:

- the cost shown in the manufacturer's last price list; and
- the necessary cost of fitting.

We will not pay for the whole cost of any repair or replacement which leaves the ***Insured Vehicle*** in a better condition than it was before the loss or damage. If this happens, ***You*** will have to pay part of the cost of the repair or replacement.

We will not pay the cost of any transport outside the Republic of Ireland unless ***We*** agree to do so first.

Total Loss (Write Off)

If ***We*** choose to pay ***You*** the ***Market Value*** of the ***Insured Vehicle***, or the amount ***You*** insured it for, ***You*** must send ***Us***

- the ***Certificate of Motor Insurance*** and disc,
- the Vehicle Registration Document and
- either National Car Test Certificate (NCT) or the Department of the Environment (DOE) Test Certificate if the ***Insured Vehicle*** needs one,
- the keys and any other documents ***We*** ask for before ***We*** pay ***Your*** claim.

Once ***You*** accept ***Our*** offer or ***We*** have paid a claim (or both), this ***Contract of Motor Insurance*** ends, and the ***Insured Vehicle*** becomes ***Our*** property. ***We*** will not refund any unused premium nor will ***We*** refund any premium when ***We*** have paid a claim or if ***We*** identify any fraudulent, false or exaggerated claim.

Fire Brigade Charges

We will pay up to €385 towards any charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 if they arise from a claim caused by an incident that is covered under this ***Contract of Motor Insurance***. To clarify, Section 2 must be operative on ***Your Policy*** in order for this benefit to apply when there has been a collision with another vehicle or ***Your*** vehicle has been damaged as a result of some form of impact.

Financial Interest

If the ***Insured Vehicle*** is part of a hire purchase or leasing agreement, or belongs to someone else, ***We*** will settle ***Your*** claim to the legal owner. When ***We*** pay them the claim will be settled.

Spare Parts Clause for all Imported Vehicles

If Section 2, Section 3 or Section 6 of this ***Policy*** are operative and the ***Insured Vehicle***, following a valid claim under Section 2, Section 3 or Section 6 of this ***Policy***, requires replacement of parts which are not obtainable or are out of stock from the manufacturers' European representatives or agents, then ***You*** will bear the additional cost of such replacement parts over and above the price listed in the manufacturers price list at the time of the loss.

SECTION 4

No Claims Discount

(a) If no claim has been made under this ***Policy*** during any one complete year of cover then when renewing the ***Policy You*** may be entitled to an increased discount if ***You*** haven't already reached ***Our*** maximum discount.

(b)

(i) Any one claim arising out of fire, Lightning, explosion and theft (or any attempted theft) in any one year of insurance shall not result in the discount presently applying being stepped back at next renewal

(ii) Any one claim, other than fire and theft arising in one year of insurance, shall result in the discount presently applying being stepped back by two levels at the next renewal

(iii) In the event of two or more claims of any type arising in one year of insurance no discount will be allowed at the following renewal.

(iv) If, where the option is available, ***You*** decide to pay an additional premium, ***You*** may protect ***Your*** no claim bonus. Provided the necessary ***Endorsement*** appears on ***Your Schedule*** and subject to the terms of the ***Endorsement***, ***We*** will not reduce ***Your*** no claim bonus, if a claim is made against ***Your Policy***. The protected No Claims Discount only applies while ***You*** are insured by ***Us*** and cannot be transferred to another insurer. Premiums in future years may still be increased according to the claims history.

SECTION 5

Foreign Use

Your Policy provides the minimum cover ***You*** need by law to use the ***Insured Vehicle*** in :

(a) any country which is a member of the European Union
(b) any other country which has made arrangements to meet the minimum insurance requirements of the Commission of the European Union.

We will automatically extend this to provide ***Your*** full ***Policy*** cover (as shown in the ***Schedule****)* for those countries for up to 31 days in any one ***Period of Insurance***.

If ***You*** need cover for a longer period or if *Y**ou*** want to travel to any other country, ***You*** must:
(a) ask ***Us*** to provide cover before the date ***You*** leave
(b) tell ***Us*** the date *You* will be leaving and the date ***You*** will be returning
(c) tell ***Us*** which countries ***You*** are visiting and
(d) pay any extra premium necessary

What is not covered

- Any loss or damage if ***You*** have not asked for extra cover and have not paid any premium needed.
- The ***Insured Vehicle***, unless it is being used for purposes described in the ***Certificate of Motor Insurance***
- Customs or Excise Duties

Claims

If the ***Insured Vehicle*** is involved in an accident, or subject to crime, ***You*** must tell ***Us*** as soon as possible.

SECTION 6
Windscreen and Windows

What is covered
We will pay for accidental damage to the ***Insured Vehicle's*** windscreen or windows. If this is the only damage ***You*** are claiming for during any one ***Period of Insurance***, ***Your*** No Claims Discount will not be affected. Cover applies under this Section to Comprehensive policies (***You*** therefore must have paid for Comprehensive cover and have this cover noted on ***Your*** current ***Schedule*** of Insurance).

Please refer to ***Your*** current ***Schedule*** of Insurance to see if a ***Policy Excess*** applies under this Section.

If ***You*** use ***Our*** approved windscreen replacement/repair company, as noted on ***Your*** current ***Schedule*** of Insurance, ***You*** are covered for one claim, whether for one or more windscreen or glass panel repair/replacements from the one event. No further cover will apply under this Section thereafter and ***We*** reserve the right to then delete windscreen cover for future Periods of Insurance.

If ***You*** do not use ***Our*** approved windscreen repair/replacement company, costs are restricted to €100 per claim.

What is not covered
- Any loss or damage if ***You*** have failed to notify to ***Us*** as soon as practical.
- Any loss or damage if ***You*** do not have cover under this Section
- Any cover for any temporary replacement vehicles at any time
- Damaged sunroofs, roof panels, lights or reflectors even if they are made of glass
- Glass or Perspex that is an integral part of a removable canopy or hood
- The extra cost of replacing non-standard glass
- Glass in hood or continuous glass panels
- The cost of importing glass or parts for the ***Insured Vehicle*** from outside of the EU
- Extra costs for the work to be undertaken outside normal business hours unless the windscreen is shattered or the *Insured Driver's* vision or the security of the ***Insured Vehicle*** is affected.
- Damage caused by a family member of any *Insured Driver* or any persons known to an *Insured Driver*.
- VAT if ***You*** are registered

SECTION 7
Personal Accident and Medical Expenses Personal Accident -
What is covered
If ***You*** are in an accident covered by this ***Policy We*** will pay the amounts shown below if within three months of the date of the accident, it directly causes one of the following;

- Death €1270
- Total loss of one or more limbs €1270
- Permanent blindness in one or both eyes €1270

The most ***We*** will pay is the limit for any one cause of death or injury during any one ***Period of Insurance***. If the injured person is insured by ***Us*** under any other ***Contract of Motor Insurance***, ***We*** will only pay out under one Contract. ***We*** will only make a payment if the injury or death is directly connected with an accident involving the ***Insured Vehicle***, and not if it happens while ***You*** were travelling in or getting into or out of any other private motor car that ***You*** do not own and is not hired or leased to ***You***.

What is not covered
- Any loss if ***You*** do not have cover under this Section.
- Anyone who is aged 75 or older at the time of the accident.
- Death or bodily injury caused by suicide or attempted suicide, self-injury or by drugs, alcohol or anything taken or inhaled.
- Death or bodily injury caused by disease, physical sickness or disability.
- Anyone failing to keep to the law regarding the use of seat belts.

Medical Expenses
What is covered
If ***You*** or ***Your*** passengers are injured because of an accident involving the ***Insured Vehicle***, ***We*** will pay up to €130 for each person for any medical treatment they receive.

What is not covered
Any medical expenses if ***You*** do not have cover under this Section.

SECTION 8
Vehicle Sharing Extension
If ***You*** receive payments or contributions from passengers ***You*** are carrying in ***Your*** vehicle for social or other similar purposes as part of a vehicle sharing agreement, ***We*** will not regard this as the carriage of passengers for hire or reward, provided

- The total payments or contributions received do not involve an element of profit,
- ***Your*** vehicle is not constructed or adapted to carry more than 7 passengers excluding the driver,
- the passengers are not being carried for any business purpose.

Please ask ***Your*** insurance broker or agent before entering into a vehicle sharing agreement if ***You*** have any doubt as to whether the agreement is covered by this ***Policy***.

SECTION 9
General Exclusions
These ***General Exclusions*** apply to the whole of this ***Contract of Motor Insurance*** and describe the things that are not covered. These apply as well as the exclusions shown under 'What is not covered' in each of the Sections detailing the cover provided.

This ***Contract of Motor Insurance*** does not cover claims arising from any of the following

1 Any accident, liability, injury, loss, damage, cost or expense that happens whilst the **Insured vehicle** is driven by or in charge of anyone who is:
   (a) Not described in the ***Certificate of Motor Insurance*** as a person entitled to drive;
   (b) Excluded from driving by any ***Endorsements***;
   (c) Covered under any other Insurance.
2 Any accident, liability, injury, loss, damage, cost or expense that happens while the ***Insured Vehicle*** is:
   (a) driven or in the charge of anyone who does not have a valid driving licence or who is disqualified from driving, who has not held a driving licence or who is prevented by law from holding one;
   (b) driven or in the charge of anyone who does not meet the terms and conditions of their driving licence.
3 Any accident, liability, injury, loss, damage, cost or expense that happens while the ***Insured Vehicle*** is:
   • on rails or not on dry land unless being transported by train, sea or air ferries;
4 Any accident, liability, injury, loss, damage, cost or expense happens while the ***Insured Vehicle*** is:
   • kept or used in an unsafe or unroadworthy condition or without a current National Car Test Certificate (NCT) or Department of Environment (DOE) Test Certificate if one is needed;
5 Any accident, liability, injury, loss, damage, cost or expense that happens while the ***Insured Vehicle*** is:
   • kept or used in any way that breaks any Security requirements imposed by an ***Endorsement***;
6 Any accident, liability, injury, loss, damage, cost or expense that happens while the ***Insured Vehicle*** is:
   (a) used to carry passengers or goods in a way likely to affect the safe driving and control of the vehicle;
   (b) used to carry passengers unless they are being carried in fitted seats which have been permanently and securely installed in the ***Insured Vehicle***;
   (c) used in or on restricted areas of airports, airfields or military bases.
7 Any liability that ***You*** have agreed to accept unless ***You*** would have had that liability anyway.
8 Hiring out the ***Insured Vehicle*** for money unless this use is described in the ***Certificate of Motor Insurance*** (under Limitations as to Use).
9 The ***Insured Vehicle*** being used on any form of racetrack, de-restricted toll road (including Nurburgring), off-road activity or racing of any description or being used in any contest, competition, rally or speed trial (apart from treasure hunts).
10 Any accident, injury, loss or damage caused in any way by:
   • war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil unrest, revolution, riot or similar event;
   • earthquake;
   • ionising radiation or radioactive contamination from nuclear fuel, or nuclear waste, or any risk from nuclear

combustion or equipment;
- pressure waves caused by aircraft and other flying objects; or
- carrying any dangerous substances or goods.

11 Any liability, loss or damage caused by explosion, sparks or ashes from the ***Insured Vehicle***, or from any trailer or machinery attached to, or detached from it.

12 Any liability, loss or damage that happens outside the ***Geographical limits*** or any proceedings brought against ***You*** outside the ***Geographical limits*** unless they result from using the ***Insured Vehicle*** in a country which ***We*** have agreed to extend this insurance to cover

13 Any liability, injury, loss or damage resulting from anything sold, transported or supplied by ***You*** or on *Your* behalf.

14 Any liability, injury, loss or damage caused in any way by:
- pollution; or
- contamination;

unless the pollution or contamination is directly caused by one incident at a specific time and place during the ***Period of Insurance*** and is:
- sudden;
- identifiable;
- not deliberate

We will consider the pollution to have happened at the time that the incident took place.

15 An accident which results in an *Insured Driver* being charged or convicted of an offence where a reading, test or sample of alcohol or drugs exceeds the legal limit, no cover under this ***Policy*** applies.

16 Any charge or conviction for an offence in which ***You*** are suspected of being over the legal limit for either ***Excess*** alcohol or drugs. ***You*** must tell ***Us*** as soon as possible even if ***You*** have not been involved in an accident.

17 Terrorism

Any accident, injury, loss, damage, cost or expense except insofar as that which is covered under Section 1 Liability to Others: Third Party Cover or for which ***Our*** obligations under the Road Traffic Acts require ***Us*** to be liable:
- in any way caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss,
- in any way 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.

For the purpose of this exclusion, an act of terrorism means an act, including but not limited to the use of violence and/or threat thereof, of any person or group(s) of person, whether acting alone or on behalf or in connection with any organisation (s) or government(s), committed for political or other purposes including the intention to influence any government and/or to put the public or any section of public in fear. In the event that any portion of this exclusion is found to be invalid or enforceable, the remainder shall remain in full force and effect.

18 Any claim costs or expenses associated with
- The ownership, operation, maintenance and/or use of any vehicle the principal use of which is contractors plant and equipment not on a public highway
- The ownership, operation, maintenance or any other use of any vehicle for which the principal use is for the carriage of high explosives, inflammable liquids, compressed or liquefied gasses, chemical or other hazardous materials,
- Motor Trade Internal Risks
- Public service emergency vehicles.
- motorcycles (other than on an individually insured basis)

19 Death or injury to any person travelling in or on any trailer attached or detached from any ***Insured Vehicle***.

20 Loss, damage and/or liability for goods conveyed in connection with any trade or business on any ***Insured Vehicle***.

21 Vehicles specifically designed or adapted and used for military or law enforcement.

22 Vehicles running on rails or cables, waterborne vessels, aircraft, hovercraft

23 Laid up vehicles

24 If any one of the tyres on the ***Insured Vehicle*** is found to be below the legal limit and could on the balance of probabilities have contributed to the accident, ***We*** reserve the right to withdraw all cover under this ***Policy*** in regard to the accident.

25 Nuclear Risks

We will not pay for:

a) loss or destruction of, or damage to, any property or associated loss or expense, or any other loss, or

b) any legal liability,

that is in any way caused by, contributed to by or arising from:

i) ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

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

26 Cyber Attack Exclusions Clause

In no case shall this insurance cover loss, damage, liability or expense in any way caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

27 Radioactive Contamination, Chemical, Biological, Biochemical And Electromagnetic Weapons Exclusion Clause
This clause shall override anything contained in this insurance to the contrary:

1. In no case shall this insurance cover loss, damage, liability or expense in any way caused by or
2. contributed to by or arising from
   i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
   ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
   iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
   iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
   v) any chemical, biological, bio-chemical, or electromagnetic weapon.

Drivers' Obligations

We will NOT cover ***You*** under this ***Policy*** in the event of any accident, claim, loss, damage or injury where:

(a) There has been any breach in the terms, exceptions and conditions of the ***Policy***

(b) The ***Insured Vehicle*** is used in a manner which is contrary to the manufacturers' design, including the carriage of passengers that exceeds the recommended or designed seating capacity.

(c) The ***Insured Vehicle*** is driven by an *Insured Driver* who does not hold a Licence to drive the ***Insured Vehicle*** or having held such licence is disqualified from holding or obtaining such licence.

(d) The vehicle is used for a purpose contrary to the Limitation as to Use on the Certificate of Insurance and/ or the use declared on the ***Proposal Form/Statement of Fact***.

(e) **You** allow ***Your*** vehicle to be driven by a person not covered under this ***Policy***. **We** shall not provide any benefit under this contract of insurance 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.

SECTION 10

General Conditions

The following ***General Conditions*** apply to the whole of this ***Contract of Motor Insurance***. These describe ***Your*** responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim or the ***Contract of Motor Insurance*** is cancelled. If ***You*** do not meet the terms and conditions of this ***Contract of Motor Insurance***, it could make the cover invalid or mean ***We*** may refuse to pay ***Your*** claim.

a. Keeping to the *Policy* Terms

Your premium is based on the information ***You*** gave ***Us*** when asked when ***Your*** cover started and when ***You*** renew it. If ***Your*** circumstances change, ***You*** must tell ***Us*** as soon as possible. ***You*** should keep a record of the information ***You*** give in relation to this ***Contract of Motor Insurance***. If ***You*** did not or do not give full and accurate information when asked, this ***Contract of Motor Insurance*** may be invalid and ***We*** may refuse to deal with any claim ***You*** might make.

This insurance will only apply if:

- the person claiming has kept to all the terms and conditions of this ***Contract of Motor Insurance***;
- the premium has been paid before the commencement of cover for any ***Period of Insurance***;
- all the information ***You*** have given **Us** when asked.

b. Notification of Claims (including windscreen claims)

Please refer to CLAIMS SERVICE on page 4 of this booklet and the section on Settling Claims under sections 2 and 3.

You must do the following:

After any accident, injury, loss or damage, whether a claim is to be made or not:

- All accidents involving possible injury; loss or damage must be reported to ***Us*** or ***Your*** insurance advisor as soon as possible, (Cover may not operate under all Sections of this ***Policy*** if ***You*** do not report any incident leading to a loss to ***Us*** or ***Your*** insurance advisor at the earliest opportunity).
- Any writ summons or impending prosecution must be sent and/or notified to ***Us*** or ***Your*** insurance advisor at the earliest opportunity.

- *a claim form or accident report form and all relevant documentation must be submitted within a reasonable time from the date of occurrence.*
- *send **Us**, unanswered, every letter **You** receive about a claim as soon as **You** can;*
- *tell **Us** as soon as **You** know about any prosecution, coroner's inquest or fatal accident inquiry;*
- *do not discuss any claim unless **You** have **Our** permission to do so in writing;*
- *do not do anything to harm **Our** interests (such as admitting liability or negotiating a settlement) without **Our** written permission; and*
- *give **Us** and anyone acting on **Our** behalf all the help **We** may need to deal with a claim, including providing all the documents **We** ask for and going to court to give evidence if necessary.*

We reserve the right to seek recovery of any extra or avoidable costs incurred by ***Us*** in any way as a result of ***Your*** failure to fully cooperate with the above conditions.

c. Dealing with Claims

We can:

- take over, defend or settle any claims in ***Your*** name or that of any other person insured by this ***Contract of Motor Insurance*** and can deal with the claim in any way that ***We*** think is appropriate;
- take action (which ***We*** will pay for) in ***Your***name or that of any other person insured by this ***Contract of Motor Insurance***, to get back money ***We*** have paid under this ***Contract of Motor Insurance***; and
- ask for any information, help and co-operation ***We*** need from ***You*** or any other person insured by this ***Contract of Motor Insurance***.

d. Misrepresentation and Deception

- Misrepresentation is when someone makes a statement which is not correct to another person. A misrepresentation may be innocent, negligent or fraudulent.

All the information which **You** gave **Us** and all of the answers ***You*** have provided to the questions which ***We*** asked ***You*** leading to the inception of this contract of insurance have effect as representations made by ***You*** to **Us**.

- Deception is where false information is used to make an unfair or unlawful gain.

You must not act in a fraudulent way.

Negligent Misrepresentation

If ***You*** have made a negligent misrepresentation and a claim arises ***We*** may:

Avoid the contract and return ***Your*** premium if ***We*** would not have entered into the contract under any terms

- If ***We*** would have entered the contract but on different terms, treat the contract as if those different terms apply
- If ***We*** would have entered the contract but at a higher premium ***We*** may reduce proportionately the amount to be paid on any claim

If ***You*** have made a negligent misrepresentation and no claim has arisen ***We*** may terminate the contract on reasonable notice to you.

Fraudulent Misrepresentation

If a claim is made and if any answer given by you to **Us** involves a fraduluent misrepresentation or where any conduct by you (relative to the contract or the steps leading to its formation) involved fraud of any other kind ***We*** may avoid this contract of insurance.

Fraudulent Claims

If you or anyone acting for you:

- Makes a claim under the ***Policy***, knowing the claim is false or misleading; or
- Makes a claim for any loss or damage deliberately caused by you or a person covered to drive ***Your*** car or with ***Your*** knowledge
- In connection with a claim makes a statement to **Us** or anyone acting on ***Our*** behalf, knowing the statement is not true;
- In connection with a claim sends **Us** or anyone acting on **Our** behalf a document, knowing the document is false;

We may take one or more of these actions as well as **Our** other rights:

- ***We*** will not pay the claim.
- ***We*** may avoid the ***Policy*** with effect from the date of the fraudulent claim or fraudulent act
- ***We*** will not return ***Your*** premium.

If you commit a fraudulent act on any other ***Policy***, then ***We*** may:

- cancel this ***Policy***
- consider letting the appropriate law enforcement authorities know about the circumstances

e. Right of recovery

If the law of any country which this ***Contract of Motor Insurance*** covers requires ***Us*** to make payments which, but for that law, ***We*** would not otherwise have paid, ***You*** must repay the amount to ***Us***.

If any claims or other monies are paid to ***You*** by mistake for any reason, or a claim has been paid which ***We*** later find to be fraudulent, false or exaggerated, ***You*** must repay the amount paid to ***Us***.

If ***We*** have refunded any premium following cancellation, ***We*** can take any money ***You*** owe ***Us*** from any payment ***We*** make.

f. Care of the Vehicle

If required by law, the ***Insured Vehicle*** must be covered by a valid National Car Test (NCT) Certificate or Department of Environment (DOE) Test Certificate. ***You*** must take all reasonable precautions to avoid loss of or damage to the ***Insured Vehicle***. ***You*** should also take all reasonable care of the keys to the ***Insured Vehicle*** to prevent them being lost or stolen.

When the ***Insured Vehicle*** is left at any time, ***You*** must always take the keys out of the ignition and remove them from the ***Insured Vehicle***, ensuring they are in a safe place from potential thieves even if the vehicle is still within sight or parked on ***Your*** driveway. ***You*** should ensure ***You*** do not leave belongings on display. ***You*** should close all windows and sunroofs and lock all the doors. Alarms, immobilisers and tracking devices should be turned on when fitted. ***Endorsements*** may apply to ***Your*** cover, setting out other requirements relating to immobilisers, alarms and tracking devices. In these cases, ***We*** will need to see evidence that an approved alarm, immobiliser or tracking device has been fitted. These devices must always be on and working whenever the ***Insured Vehicle*** is left unattended.

If ***You*** do not take reasonable care of the ***Insured Vehicle*** and meet any security requirements, this ***Contract of Motor Insurance*** may no longer be valid and ***We*** may not pay any claim. ***You*** or any other person covered by this insurance must do the following:

- Protect the ***Insured Vehicle*** from loss or damage.
- Keep the ***Insured Vehicle*** in an efficient and roadworthy condition.
- Not move or drive the ***Insured Vehicle*** in a way likely to affect safe driving or control or in a way that could cause loss or damage to it.
- Not move or drive the ***Insured Vehicle*** after an accident, fire or theft if to do so may cause additional damage.
- Allow ***Us*** to examine the ***Insured Vehicle*** at any reasonable time.

g. Cancelling *Your Policy*

To cancel this ***Policy***, just advise **Us** or **Your** Insurance Broker by phone or in writing and return ***Your Certificate of Motor Insurance*** and Insurance Disc. **We** will refund any premium due based on the unused days left to run on the ***Policy***, less and administration fee, provided **You** have not claimed or been involved in any incident likely to result in a claim during the current ***Period of Insurance***. **We** will not refund an amount less than €10 after **We** charge an administration fee.

We, or **Our** authorised agent, may cancel this ***Policy*** by giving ***You*** 10 days notice in writing to ***Your*** last known address and **We** will inform the Department of Transport. ***You*** must then return the certificate of insurance and Insurance Disc.

h. Other Insurance
If there is any other insurance covering the same claim, ***We*** will only pay ***Our*** share of the claim, even if the other insurer refuses the claim.

i. Altering *Your* Insurance Cover
This ***Policy*** is based on the factual information ***You*** provided. These facts are represented by the proposal form and/or the statement of facts **We** last issued. If any of these facts have changed ***You*** must let ***Us*** know immediately otherwise cover may not operate.

j. Suspension of Cover
Cover under all Sections of this ***Policy*** may be suspended by telling ***Us*** or ***Your*** Insurance Adviser and returning the ***Certificate of Motor Insurance*** and Insurance Disc to ***Us*** or ***Your*** Insurance Adviser. ***We*** will refund a pro-rata premium for the period cover is suspended provided.

1. no claim or loss has been made in the current ***Period of Insurance***.
2. cover is suspended for at least 30 days.

k. Vehicle Laid Up
Cover under Section 1 of the ***Policy*** may be suspended by telling ***Us*** or ***Your*** Insurance Broker and returning the ***Certificate of Motor Insurance*** and Insurance Disc to ***Us*** or ***Your*** Insurance Broker.

We will refund up to 70% of the pro-rata premium for the period cover is suspended.

Any return premium due to ***You*** under Suspension of Cover or Vehicle Laid Up is subject to:
1. no claim or loss has been made in the current ***Period of Insurance*** and
2. cover is suspended for at least 30 days.

If the Suspension or Laid Up period exceeds the expiry date of the ***Policy*** then full cover will be re-instated from the renewal date.

l. Residency
All *Insured Drivers* must be resident in the Republic of Ireland for a minimum of 12 months prior to the inception of the ***Policy*** and must remain a permanent resident in the Republic of Ireland for the duration of all cover periods in order for cover to operate.

SECTION 11
Endorsements

EN01: **Protected No Claims Discount**

In accordance with Section 4 (b, sub-section iv) of ***Your Policy Your*** No Claims Discount will not be reduced in the event of no more than 2 claims occurring under ***Your Policy*** during any 3 year period preceding the expiry date of the current ***Period of Insurance***. Claims under Section 6 of the ***Policy*** are not taken into account.

EN02: **Tracker & Immobiliser/Alarm**

Cover under Section 3 in relation to theft or attempted theft is conditional upon the ***Insured Vehicle*** being professionally fitted with an Immobilising device made by a recognised manufacturer. Evidence of the installation of this device must be submitted to and accepted by **Us** No cover is operable unless this immobiliser has been activated when the ***Insured Vehicle*** is left unattended.

Furthermore, the ***Insured Vehicle*** must be professionally fitted with a Tracking device from a recognised manufacturer and evidence of this installation must be submitted to and accepted by ***Us***. The contract with the company controlling the tracking device must be maintained throughout the ***Period of Insurance*** in order for theft cover to operate.

SECTION 12

Motor Breakdown and Legal Expenses

Policy Arranged by:
KennCo Underwriting Ltd
Suites 5- 7, Grange Road Office Park, Grange Road, Rathfarnham, Dublin 16. KennCo Underwriting Ltd T/A KennCo Insurance is regulated by the Central Bank of Ireland.

And;
MIS Underwriting Ltd
14a Jocelyn Street, Dundalk, Co Louth
MIS Group is authorised and regulated by the Financial Conduct Authority of the United Kingdom, registration no: 307266 and is regulated by the Central Bank of Ireland for conduct of business rules.

Policy Insured by:
AmTrust International Underwriters (AIU) DAC
6-8 College Green, Dublin 2, Ireland
AmTrust International Underwriters DAC is a designated activity company registered in Ireland under registration number 169384. AmTrust International Underwriters DAC is regulated by the Central Bank of Ireland.

Motor Breakdown

Call : 01 499 8316

The cover and conditions in this section of the ***Policy*** and managed and provided by MIS Underwriting Ltd and underwritten by AmTrust International Underwtiters (AIU) DAC.
To make sure ***You*** get the most from ***Your*** cover, please take the time to read the ***Policy***.
It explains the contract between ***You*** and **Us**. If ***You*** have any questions or would like more information, please contact Kennco Underwriting Ltd.

This is ***Your*** Motor Breakdown ***Policy*** – it includes everything ***You*** need to know about this section of the ***Policy***.

Cover:

- 24 Hour roadside assistance
- Recovery Service
- Get-you-to-your-destination service
- Message relay
- Home Start

How *We* can help

We **are here to help 24 hours a day, 365 days a year.**

In the event of a breakdown, call 01-499 8316 and select the option for motor breakdown assistance. ***You*** will be asked to provide the following information:

- **Policyholders' name**
- ***Policy*** **number and/or registration number of the vehicle.**
- **Make, model and colour of the vehicle.**
- **Nature of the breakdown and location of the vehicle.**
- **A telephone number where *You* can be contacted.**

A Motor Assistance operator will arrange for an approved agent to come to ***Your*** assistance as soon as possible. It is important that ***You*** contact ***Our*** Motor Assistance centre as soon as possible after a breakdown. ***We*** will not cover any call-out charges and labour costs unless ***We*** have given ***Our*** agreement.

If ***Your*** vehicle cannot be repaired within an hour at the scene of the breakdown, ***We*** can arrange for the vehicle and the insured person(s) to be taken to a competent repairer or provided it is nearer, ***Your*** home address. If the vehicle cannot be repaired the same day as the breakdown, Wewill pay for one of the following:

- transporting ***You*** to a destination within the territorial limit; or
- the hire of a vehicle for 48 hours so ***You*** can continue ***Your*** journey; or
- reimburse the cost of overnight accommodation.

At all times ***We*** will decide the best way to provide assistance.

All telephone calls to ***Us*** are monitored and recorded as part of *Our* training and quality assurance programmes.

When *We* cannot help

Our approved agents cannot work on ***Your*** vehicle if it is unattended. Please do not arrange assistance before ***We*** have agreed. If ***You*** do, ***We*** will not pay the costs involved.

Problems

We will always try to give ***You*** a quality service. If ***You*** think **We** have let ***You*** down, please write to MIS Underwriting Limited, 14a Jocelyn Street, Dundalk, Co Louth, A91 XNY2.

Or ***You*** can phone **Us** on 01 872 0179 or email **Us** at underwriting@misgroup.online

Details of Our internal complaint-handling procedures are available on request.

If ***You*** are still not happy ***You*** can contact the Financial Services Ombudsman's Bureau at 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. (If ***You*** use this service it does not affect ***Your*** right to take legal action)

Our Head and Registered Office is:

MIS Underwriting Limited, 14a Jocelyn Street, Dundalk, Co Louth, A91 XNY2. MIS Underwriting Limited is registered as an insurance intermediary to undertake insurance distribution under the European (Insurance Distribution) Regulations, 2018, (IDR) in respect of General Insurance, registration number: C190040

THE MEANING OF THE WORDS IN THIS SECTION OF THE POLICY

1. ***We***, ***Us***, ***Our***
   MIS Underwriting Limited.

2. ***You***, ***Your***
   The person who has taken out this ***Policy***.

3. **Insured person(s)**
   You, or any passenger or driver who is in the vehicle with ***Your*** permission at the time of the breakdown.

4. **Vehicle**
   Private cars or private cars modified for commercial use, not exceeding 3,500kg that have been declared to *Us*.

5. **Competent repairer**
   The nearest garage to the scene of the breakdown that can carry out repairs to the vehicle.

6. **Territorial limit**
   The Republic of Ireland, the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

7. **Breakdown**
   (1) Mechanical or electrical failure; or
   (2) Accidental damage, or damage caused by vandalism, fire or attempted theft or puncture;
   which stops ***Your*** vehicle moving.

8. **Period of cover**
   The period for which ***We*** have agreed to cover ***You***.

Cover

You are covered for the assistance services in this ***Policy*** for a maximum of six breakdowns during the period of cover if ***You*** have paid ***Your*** premium. ***We*** agree to provide the assistance services in this ***Policy*** keeping to the terms, conditions and exclusions as long as the breakdown happens during the period of cover and within the territorial limit.

After ***We*** have dealt with ***Your*** sixth breakdown, ***Your Policy*** becomes void. In such circumstances or if the service ***You*** require is not provided for under the terms of this ***Policy***, ***We*** will try if ***You*** wish to arrange it at ***Your*** expense. The terms of any such assistance are a matter for ***You*** and ***Your*** supplier.

ASSISTANCE SERVICES UNDER THIS POLICY

1 Emergency roadside assistance and home breakdown

We will pay the call-out charge and provide up to one hour's labour for one of ***Our*** approved agents to attend the scene of the breakdown, and where possible, carry out emergency repairs provided the vehicle can be repaired at the scene of the breakdown.

2 Vehicle Recovery

If ***Your*** vehicle cannot be repaired within one hour at the scene of the breakdown, ***We*** will pay the cost of transporting ***Your*** vehicle and insured person(s) to a single destination, being either:

(a) a competent repairer; or

(b) if the insured person wishes their home address, provided it is nearer.

Getting You to Your **destination**

3 If ***Your*** vehicle cannot be repaired on the same day as the breakdown, and has broken down away from ***Your*** home, ***We*** will either:

(a) pay the cost of transporting the insured person(s) to a destination within the territorial limit, provided that the insured person(s) are transported to the same destination; or

(b) arrange and pay the cost of hiring a category A vehicle for up to 48 hours while repairs are carried out, if ***Your*** vehicle is outside the Republic of Ireland or Northern Ireland ***We*** will pay the cost of transporting ***You*** and ***Your*** vehicle to ***Your*** onward destination within the territorial limit; or

(c) arrange transport for insured person(s) to travel to a hotel. ***You*** will have to pay the cost of this, and the hotel costs, but ***We*** will reimburse ***You.*** The most ***We*** will pay for transport to the hotel and the cost of the hotel accommodation is €150 for any one breakdown.
You must pay the hotel bill, but ***We*** will pay ***You*** back on receipt of the relevant bill(s) subject to the €150 limit for any one breakdown.

At all times ***We*** will decide the best way to provide assistance.

4 Emergency message service

When ***You*** claim for any of the services detailed in 1, 2 and 3 above ***We*** will forward two messages to members of ***Your*** family, friends or work colleagues if ***You*** would like this.

WHAT IS NOT COVERED UNDER THIS SECTION OF THE POLICY

1 The breakdown of ***Your*** vehicle:
- within the first 48 hours of the period of cover commencing if cover is taken out separately from any other agreement; or
- if it has knowingly been driven in an unsafe or unroadworthy condition; or
- which has resulted from lack of oil, fuel or water; or
  which occurs while ***Your*** vehicle is being used for motor racing, trials or rallying or for hire or reward;
- brought about by an avoidable, wilful and deliberate act committed by the insured person.

2 The cost of:
- spare or replacement parts, fluids or fuel or any other materials used in repairing ***Your*** vehicle;

or
- any other repairs except those at the scene of the breakdown; or
- replacing a wheel of ***Your*** vehicle does not have a serviceable spare wheel; or
- ferry crossings, parking charges, fines or toll charges.

3 Any claim caused by fuels, mineral essences or other flammable materials, explosives or toxins transported in ***Your*** vehicle.

4 Any charges arsing from and insured person's failure to comply with ***Our*** instructions or ***Our*** approved agents' instructions in respect of the assistance being provided.

5 Any claim arising where ***Your*** vehicle is carrying more passengers or towing a greater weight than that for which it was designed as stated in the manufacturer's specifications, or arising directly out of the unreasonable driving of the vehicle on unsuitable terrain.

6 Any costs incurred before ***You*** have notified ***Us*** of the breakdown.

7 Any vehicle, including vehicles that have been modified, which cannot be recovered by a standard recovery vehicle.

8 Any 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.

9 Breakdowns caused by, contributed to by or arising from:
- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
- war, invasion, foreign enemy hostilities (weather war is declared or not), civil war, rebellion, revolution, military force or coup;
- pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

CONDITIONS WHICH APPLY TO THIS SECTION OF THE POLICY

1 An insured person must keep to the terms and conditions of this ***Policy***.

2 To be eligible for assistance, the insured person shall hold a current motor insurance ***Policy***.

3 At all times during the period of cover, the vehicle must be maintained in a roadworthy condition and regularly serviced.

4 ***We*** can cancel this ***Policy*** at any time and ***We*** will always do so after ***We*** have dealt with ***Your*** sixth claim in the period of cover.
You can cancel this ***Policy*** at any time.
If the ***Policy*** is cancelled because ***We*** have covered ***Your*** six breakdowns in the period of cover, ***We*** will not refund any premium ***You*** have paid.

5 An insured person must be present with the vehicle when the approved agent arrives.

6 ***We*** are not responsible for the vehicle, once the approved agent has delivered it to the competent repairer.

7 ***We*** will make every effort to provide the service at all times, but ***We*** will not be responsible for any liability arising from breakdown of this service.

8 The transportation of any animal or livestock is undertaken solely at *Our* discretion and ***We*** accept no liability for the safety of welfare of any animal or livestock during its transportation.

9 ***We*** will not pay for any loss that is not directly covered by the terms and conditions of this ***Policy***. For example, ***We*** will not pay for ***Your*** travel costs for collecting ***Your*** vehicle from a repairer, loss of income for taking time off work because of a breakdown, or loss from cancelled or missed appointments.

10 ***We*** will not pay any claim covered by any other ***Policy***, or any claim that would have been covered by any other ***Policy*** if this ***Policy*** did not exist.

11 Replacement cars are subject to commercial car hire criteria. This criteria may include, however is not limited to the following: full driver's licence without ***Endorsements***, a cash or credit card deposit. These criteria are not exhaustive and may change from time to time. It is also a condition of car hire that the car must be returned to the pickup point.

12 This ***Policy*** will be governed by the laws of the Republic of Ireland.

Motor Legal **Expenses**

The cover and conditions in this section of the ***Policy*** are managed and provided by MIS Underwriting Limited, and underwritten by AmTrust International Underwriters (AIU) DAC.

To make sure ***You*** get the most from ***Your*** cover, please take the time to read the ***Policy***. It explains the contract between ***You*** and ***Us***. If ***You*** have any questions or would like more information, please contact Kennco Underwriting Ltd.

If ***You*** are involved in a motor accident, need legal advice or need help with motoring emergencies, ***We*** are here to help ***You*** 24 hours a day, 365 days a year.

It will help if ***You*** keep the following points in mind:

After a motor accident

If ***You*** are involved in an accident, remember to write down as many details as possible, including the names and giving it to Your addresses of anyone who may have seen the accident. Let insurance advisor or by sending it to Us at the address below. have this information as soon as possible, either by
If You are not sure what to do after an accident, call Our Legal Advice Service.

If *Your* vehicle cannot be driven

If ***Your*** vehicle cannot be driven after an accident, ***Our*** Drivers' Assistance Service can arrange for a garage to tow it to a place ***You*** choose. ***You*** will have to pay the towing costs, so remember that most motor insurers only give cover for towing to a nearby garage. However, if the accident was not ***Your*** fault, ***We*** can usually recover the towing costs as part of ***Your*** claim for uninsured losses.

How *We* can help

Once ***We*** have accepted ***Your*** claim, ***We*** aim to recover ***Your*** uninsured losses from the other person who caused the accident. Uninsured losses could include the cost or repairing or replacing ***Your*** vehicle, ***Your*** motor insurance ***Excess*** and compensation following injury or other out-of-pocket expenses.

We normally recover ***Your*** uninsured losses by appointing a solicitor to handle ***Your*** claim. In most cases, ***We*** will choose the appointed solicitor for ***You.***
If ***You*** are prosecuted for a motoring offence, ***We*** will appoint a solicitor to represent ***You***.

To make a claim:

To make a claim under **Your *Policy***, please call 01-8658 855.

If *You* need any other help *from Us*

You can phone ***Us*** at any time by calling 01-8658 855 for legal advice on any personal legal problem or help with general motoring emergencies.

When *We* cannot help

We will not be able to help ***You*** if ***We*** think there is little chance of recovering ***Your*** uninsured losses. Please do not ask for help from a solicitor before ***We*** have agreed. If ***You*** do, ***We*** will not pay the costs involved.

Problems

We will always try to give ***You*** a quality service. If ***You*** think **We** have let ***You*** down, please write to MIS Underwriting Limited, 14a Jocelyn Street, Dundalk, Co Louth, A91 XNY2.

Or ***You*** can phone ***Us*** on 01 872 0179 or email ***Us*** at underwriting@misgroup.online

Details of ***Our*** internal complaint-handling procedures are available on request.

If ***You*** are still not happy ***You*** can contact the Financial Services Ombudsman's Bureau at 3rd Floor, Lincoln

Our Head and Registered Office is:

MIS Underwriting Limited, 14a Jocelyn Street, Dundalk, Co Louth, A91 XNY2. MIS Group is authorised and regulated by the Financial Conduct Authority of the United Kingdom, registration no: 307266 and is regulated by the Central Bank of Ireland for conduct of business rules.

The meaning of the words in this section of the *Policy* relating to Accident Loss Recovery and Personal Injury.

We*, *Us*, *Our

MIS Underwriting Ltd.

You, Your

The Person who have taken out this ***Policy***

Insured person(s

You, and any passenger or driver who is in or on the ***Insured Vehicle*** with ***Your*** permission. Anyone claiming under this section of the ***Policy*** must have ***Your*** agreement to claim.

Insured Vehicle

The vehicle (below 7.5 tonnes total weight) specified in the motor insurance ***Policy*** issued with this ***Policy***. It also includes any caravan or trailer attached to this vehicle.

Appointed Representative

The solicitor, or other suitable qualified person, who has been appointed to act for an insured person under condition 2 applying to Accident Loss Recovery & Personal Injury.

Legal Costs

All reasonable and necessary costs charged by the appointed representative on a party/party basis. Also the cost incurred by opponents in civil cases if an insured person has to pay them, or pays them with ***Our*** agreement.

Legal Action

The pursuit or defence and appeals against judgement in relation to a contractual dispute to do with the ***Insured Vehicle***

The defence of criminal motoring prosecutions in relation to the ***Insured Vehicle***

The defence of civil legal cases and criminal prosecutions in relation to Vehicle Cloning

Territorial limit

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

Period of Insurance

The period for which ***We*** have agreed to cover ***You*** and for which ***You*** have paid the premium.

Date of Occurrence

The date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same originating cause, then the date of occurrence is the date of the first of these events.

Insured Incidents

We will negotiate for the following.

Accident Loss Recovery and Personal Injury

To recover an insured person's uninsured losses and costs after an event which:

Accident Loss Recovery and Personal Injury

To recover an insured person's uninsured losses and costs after an event which:

(a) causes damage to the ***Insured Vehicle*** or to personal property in it; or
(b) injures or kills an insured person while he or she is in or on the ***Insured Vehicle***; or
(c) injures or kills ***You*** while ***You*** are driving another motor car or motor cycle; or
(d) injures or kills ***You*** or any member of ***Your*** family (who always live with ***You*****)** as a passenger in a motor vehicle, a cyclist or a pedestrian.

What is covered by Accident Loss Recovery and Personal Injury.

1. If an appointed representative is appointed by ***Us*** to help an insured person under Accident Loss Recovery and Personal Injury, ***We*** will pay the legal costs.
2. For insured incidents involving the death of or injury to an insured person ***We*** will initially pay the application fee required by the Injuries Board (IB).
3. For Accident Loss Recovery and Personal Injury ***We*** will help in appealing or defending an appeal provided that the insured person tells ***Us*** that he or she wants ***Us*** to appeal within the time limits allowed. Before ***We*** pay any legal costs for appeals, ***We*** must agree that it is more likely than not that the appeal will succeed.
4. The most ***We*** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is €130,000.

What is not covered under Accident Loss Recovery and Personal Injury.

1. Any claim reported to ***Us*** more than 180 days after the date an insured person should have known about the insured incident.
2. Any legal costs that are incurred before ***We*** have agreed to pay them.
3. Any claim relating to a contract involving the ***Insured Vehicle***.
4. If an insured person is charged with a parking offence.
5. The ***Insured Vehicle*** being used by anyone who does not have valid motor insurance.
6. Fines, damages or other penalties which an insured person is ordered to pay by a court or other authority.
7. Any claim caused by, contributed to by or arising from:
   - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
   - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
   - war, invasion, foreign enemy hostilities (weather war is declared or not), civil war, rebellion, revolution, military force or coup;
   - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
8. Any disagreement with ***Us*** that is not in condition 7.
9. The cost of obtaining a medical report when registering a claim with the IB.
10. Any legal action an insured person takes which ***We*** or the appointed lawyer have not agreed to or where the insured person does anything that hinders ***Us*** or the appointed representative.
11. Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret, or process any date as its true calendar date.

MOTOR PROSECUTION DEFENCE

We will defend a Legal Action against **You** in respect of a motoring offence, arising from **Your** use of a vehicle. Pleas in mitigation are covered where there is a more than 50% prospect of such a plea materially affecting the likely outcome.

What is not covered under Motor Prosecution Defence

Claims

For Costs and expenses where ***You*** are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance ***Policy***

For parking offences which cannot lead to penalty points on ***Your*** licence

MOTOR CONTRACT

We will pursue or defend a Legal Action relating to a dispute over a contract for the sale or purchase of goods or services relating to the Insured Vehicle including the Insured Vehicle itself, provided Legal Costs do not exceed the amount claimed

What is not covered under Motor Contract

Claims where the contract was entered into before ***You*** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began

VEHICLE CLONING

We will defend a Legal Action arising from use of the Insured Vehicle's identity by another person or organisation without Your permission.

What is not covered under Vehicle Cloning

Claims

Where the Insured Vehicle's Identity has been copied by somebody living with You

Where You did not act to take action to prevent further instances of vehicle cloning following an Insured Incident

For any losses (other than Legal Costs incurred by You as a result of Your Insured Vehicle's Identity being copied without Your permission.

Conditions that apply to Motor Legal Protection

Conditions that apply to Motor Legal Protection

1. An insured person must:
   (a) keep to the terms and conditions of this ***Policy***;
   (b) take reasonable steps to keep any amount ***We*** have to pay as low as possible;
   (c) try to prevent anything happening that may cause a claim;
   (d) send everything ***We*** ask for in writing;
   (e) give ***Us*** full details of any claim as soon as possible and give ***Us*** any information ***We*** need.
2.
   (a) ***We*** can take over and conduct, in the name of the insured person, any claim or legal proceedings at any time.
   (b) An insured person is free to choose an appointed representative (by sending ***Us*** a suitably qualified person's name and address) if:
      (i) ***We*** agree to start court proceedings and it becomes necessary for a lawyer to represent the interests of an insured person in those proceedings; or
      (ii) there is a conflict of interest.
   (c) In circumstances except those in 2(b) above, ***We*** are free to choose an appointed representative.
   (d) An appointed representative will be appointed by ***Us*** to represent an insured person according to ***Our*** standard terms of appointment. The appointed representative must co-operate fully with ***Us*** at all times.
   (e) ***We*** will have direct contact with the appointed lawyer.
   (f) An insured person must co-operate fully with ***Us*** and with the appointed lawyer and must keep ***Us*** up-to-date with the progress of any claim.
   (g) An insured person must give the appointed lawyer any instructions that ***We*** require.

3.
   (a) An insured person must tell ***Us*** if anyone offers to settle a claim.
   (b) If an insured person does not accept a reasonable offer to settle a claim, ***We*** may refuse to pay further legal costs.
   (c) An insured person must not negotiate or agree to settle a claim without ***Our*** approval.
   (d) ***We*** may decide to pay an insured person the amount of damages he or she is claiming instead of starting or continuing legal proceedings.

4. An insured person must;
   (a) tell the appointed representative to have legal costs taxed, assessed or audited, if ***We*** ask for this,
   (b) take every step to recover legal costs and IB application fee's that ***We*** have to pay and must pay and must pay ***Us*** any legal costs and IB application fee's that are recovered.

5. If an appointed representative refuses to continue acting for ***You*** with good reason or if ***You*** dismiss an appointed lawyer without good reason, the cover ***We*** provide will end at once, unless ***We*** agree to appoint another appointed lawyer.

6. If an insured person settles a claim or withdraws it without ***Our*** agreement, or does not give suitable instructions to an appointed representative, the cover ***We*** provide will end at once and ***We*** will be entitled to reclaim legal costs ***We*** have paid.

7. If ***We*** and an insured person disagree about the choice of appointed representative, or about the handling of a claim, ***We*** and the insured person can choose another suitably qualified person to decode the matter. ***We*** and the insured person must both agree to this person in writing. Failing this, ***We*** will ask the president of the Law Society of Ireland to choose a suitably qualified person. All costs of resolving the disagreement must be paid for by the party whose argument is rejected.
8. ***We*** can cancel this ***Policy*** at any time as long as ***We*** tell ***You*** at least 14 days beforehand. ***You*** can cancel this ***Policy*** at any time as long as **You** tell ***Us*** 14 days beforehand

9. ***We*** will not pay any claim coered under any other ***Policy,*** or any claim that would have been covered by any other ***Policy*** if this ***Policy*** did not exist.

10. This ***Policy*** will be governed by the laws of the Republic of Ireland.

HELPLINE SERVICES

We provide these services 24 hours a day, 7 days a week during the ***Period of Insurance.*** To help ***Us*** check and improve ***Our*** service standards, ***We*** record all calls except those to the counselling helpline.

When phoning please quote 'KennCo'. Please do not phone ***Us*** to report a general insurance claim.

Legal Advice Service

We will give an insured person confidential legal advice over the phone on any personal legal problem, under the laws of the Republic of Ireland or the United Kingdom.

Health & Medical Information Service

We **will give an insured person information over the phone on general health issues, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side-effects of drugs and how to improve overall health.**

Counselling

We **will provide an insured person with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary or professional services.**

We **will not accept responsibility if the Helpline Services fail for reasons** ***We*** **cannot control.**

Please do not phone ***Us*** **to report a general insurance claim.**

Suites 5-7 Grange Road Office Park, Grange Road, Rathfarnham, Dublin 16
T 01 4994600 **F** 01 4954627 **E** info@kennco.ie **www.kennco.ie**

Company registered no. 0454673.
Registered office: Suites 5-7, Grange Road Office Park, Grange Road, Rathfarnham, Dublin 16.
KennCo Underwriting Ltd T/A KennCo Insurance is regulated by the Central Bank of Ireland.