VANPLAN

LIGHT COMMERCIAL VEHICLE

MOTOR INSURANCE

UNDERWRITTEN BY

ARCH INSURANCE (EU) DAC

LEVEL 2, BLOCK 3, THE OVAL, 160 SHELBOURNE ROAD, BALLSBRIDGE, DUBLIN 4

Policy Document

ARCH INSURANCE (EU) DAC IS REGULATED BY THE CENTRAL BANK OF IRELAND

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CONTRACT OF MOTOR INSURANCE

This Policy, the Schedule (including Endorsements), the Certificate of Motor Insurance and information You gave Us in the Proposal Form or 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 cannot be transferred 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.

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 or Statement of Fact, and declarations 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 which apply.

Please tell Your insurance broker as soon as practicably possible if You have any questions, the cover does not meet Your needs, or any part of Your insurance documentation is incorrect.

This Policy is underwritten by Us and arranged through Wrightway Underwriting Ltd.

INFORMATION YOU HAVE GIVEN US

In deciding to accept this Policy and in setting the terms including premium We have relied on the information which You have provided to Us. You must answer all questions posed by Us honestly and with reasonable care and ensure the information is accurate and complete

You must acknowledge and accept the following:

(a) You have a duty prior to entering into the Policy and/or prior to the renewal of this Policy to provide responses to questions asked by Us in relation to the risk(s) to be insured.

(b) a matter about which We ask a specific question is material to the risk undertaken by Us or the calculation of the premium by Us, or both.

(c) You have a duty to answer all questions asked by Us honestly and with reasonable care.

(d) while We acknowledge that You have no duty of voluntary disclosure, You shall ensure that information which is voluntarily provided by You is provided honestly and with reasonable care.

Misrepresentation

(a) Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by You involves a negligent misrepresentation, the remedy available to Us shall reflect what We would have done had We been aware of the full facts and shall be based on a compensatory and proportionate test, as follows:

  (i) if We would not have entered into the Policy on any terms, We may avoid the Policy from inception or renewal (as the case may be) and refuse all claims, but shall return the premium paid;

  (ii) if We would have entered into the Policy, but on different terms (excluding terms relating to the premium), the Policy is to be treated as if it had been entered into on those different terms if We so require;

  (iii) if We would have entered into the Policy, but would have charged a higher premium, We may reduce proportionately the amount paid on a claim;

(b) Where a claim is made under the Policy and where an answer by You involves a fraudulent misrepresentation or where any conduct by You involves fraud or any other kind, We shall be entitled to avoid the Policy.

(c) Where misrepresentation occurs but no claims outstanding under the policy, We may

  (i) give notice to You that in the event of a claim We will exercise the remedies in paragraphs (i) to (iii) above or

  (ii) terminate the contract

FRAUD

If You, or anyone acting for You, makes a claim which is fraudulent and/or intentionally exaggerated and/or where We have been given any documents which are false or stolen, We may have the right to:

(a) refuse to pay the claim

(b) terminate the Policy by written notice in which case cover under the Policy shall be treated as having terminated with effect from the date on which the Fraudulent Claim was submitted, without return of any premium

Should We terminate the Policy We shall refuse all liability to You for any claim made after the submission of the Fraudulent Claim but We cannot refuse any claim made before submission of the Fraudulent Claim.

ALTERATION OF RISK

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

You must immediately tell Us about any:

– change of vehicle that You buy or take ownership of;

– convictions, prosecutions or any penalty points which apply to You or any other insured driver of your insured Vehicle;

– change in a driver's health, address or occupation;

– modifications or alterations to the Insured Vehicle including, but not limited to, air induction kits and filters, lower suspension, change to the exhaust, engine maintenance computers or adding of body parts;

– change in use or in the main user of the Insured Vehicle; or

– any change to –

  • the information provided in any Proposal Form or otherwise in response to specific questions asked by the Insurer; and/or

  • the information provided and recorded in any Statement of Fact issued to the Insured; and/or

  • the declarations made by or on behalf of the Insured; and/or

  • any additional information voluntarily provided.

When We are notified of a change, or if We become aware of any change, We will reassess the policy cover and premium chargeable. Should there by any effect on the policy, We will inform You.

Failure to disclose any changes could result in –

- cancellation of Your policy in accordance with the cancellation and cooling off provisions
- a claim not being paid
- difficulty for You obtaining future insurance

CANCELLATION AND COOLING-OFF PERIOD

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

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

(i) the date You receive this Policy; or

(ii) the start of Your Period of Insurance;

whichever is the later.

A full refund of any premium paid will be made unless a claim has been made in which case the full annual premium is due to Us.

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

You are entitled to cancel this Policy after the cooling-off period by notifying Us in writing. Such instruction will only be effective from the date of receipt and must be accompanied by the Certificate of Motor Insurance and insurance disc. Any return of premium due to You will be calculated at a proportional daily rate depending on how long the Policy has been in force unless a claim has been made in which case the full annual premium is due to Us.

(c) Our Right to Cancel

We are entitled to cancel this Policy, if there is a valid reason to do so, including, but not limited to:

(i) any failure by You to pay the premium; or

(ii) a change in risk which means We can no longer provide You with insurance cover; or

(iii) non-cooperation or failure to supply any information or documentation We request, such as details of a claim;

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

If cancellation is at Your request and during the first Period of Insurance We will deduct an administration charge of €75 from any refund allowed.

CHOICE OF LAW

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

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

DATA PROTECTION

This Notice is not a standalone document. It contains a brief description of the information you need to understand how your personal data is used by Arch Insurance (EU) DAC and WUL and should be reviewed in conjunction with Arch Insurance (EU) DAC's privacy policy which is available online at www.archcapgroup.com and WUL's privacy policy which is available at www. wrightway.ie/regulations.

Everyone has rights with regard to the way in which his/her personal data is handled. During the course of our business activities, Arch Insurance (EU) DAC ('we', 'our', 'us'), your insurer, and Wrightway Underwriting Limited ('WUL') will collect, store and process personal data about you. The purpose of this Notice is to give you some information about the basis on which we and WUL gather, use, process and disclose any personal data we and WUL collect from you, or that you provide to us. "Personal data" means data relating to a living individual who is or can be identified either from the data or from the data in conjunction with other information.

Arch Insurance (EU) DAC is an insurer regulated by the Central Bank of Ireland.

WUL is an underwriting agency regulated by the Central Bank of Ireland. WUL distributes insurance products on behalf of insurance companies through its broker network in Ireland. As our Managing General Agent, WUL has been granted authority by us to bind cover on our behalf, service your policy and to handle and settle any claims thereunder.

We and WUL are the data controllers for this contract under relevant data protection legislation, including the European Union General Data Protection Regulation ((EU) 2016/679) and any implementing legislation, including the Irish Data Protection Act 2018.

For the purpose of this Notice, 'you' or 'your' shall mean, you, the policyholder, or any other person entitled to indemnity under this policy of insurance.

Please read the following carefully to understand our use of your personal data.

Your Right to Object – Please note that you have a right to object to the processing of your personal data where that processing is carried out for our or WUL's legitimate interests.

1. THE PERSONAL DATA WE AND/OR WUL COLLECT

Where appropriate, we and WUL may collect the following personal data from and/or about you:

- Contact and identifying information such as title, name, address, email address, telephone number, date and place of birth, gender, marital status, PPS number, VAT number, nationality, country of residence, and photographic identification.
- Financial information such as bank account details, credit/debit card details and income details.
- Employment and qualification details such as occupation, job position, employment and education history.
- Medical and health details including information related to personal habits (such as smoking or consumption of alcohol), medical history, details of any disability, injuries sustained and prognosis for recovery
- Personal data relating to criminal convictions and offences (including penalty points), civil litigation history as well as pending prosecutions. We and WUL may also, in certain cases, receive special categories of personal data from which it may be possible to infer your trade union membership, religious or political beliefs (for example, if you are a member of a group scheme through a professional, trade, religious, community or political organisation).
- Information pertaining to the risk insured such as description of the risk, value of the risk, location of the risk and claims history.
- Claims data such as details of the circumstances of any incident giving rise to a claim under this policy, details of activities carried out following any such incident, details of any other claims that you have made, as well as financial, medical, health and other lawfully obtained information relevant to your claim including social welfare information.

The above list covers the main data types collected by us and/or WUL. Full details are available in our privacy policy at www.archcapgroup.com and WUL's Privacy Policy which is available at www. wrightway.ie/regulations.

NOTE: If you provide us with personal data relating to another person you must first: (a) inform that person about the content of our privacy policy and WUL's privacy policy and (b) obtain any legally required consent from that person to the sharing of their personal data in this manner.

2. PERSONAL DATA COLLECTED FROM THIRD PARTIES

We and WUL may collect personal data from third parties if you engage with us or WUL through a third party e.g. through a broker or, in the case of a group scheme, through your employer.

We and WUL may also obtain personal data from other third parties such as financial institutions, claims service providers (including private investigators) and insurance industry and government bodies for the purposes described above.

3. WHAT WE AND WUL DO WITH YOUR PERSONAL DATA

We and WUL may use, process and store the personal data for the following purposes:

- Assessing which insurance products are appropriate for you, risk evaluation, premium setting, policy quotation, premium collection, policy administration, policy renewal, claims assessment, claims processing, claims payment, bringing and/or defending legal proceedings, recovering debt, marketing, statistical analysis, preventing, detecting and investigating fraud, as well as generally taking any steps in order to fulfil your contract and comply with legal obligations.

In order to prevent and detect fraud as well as the non-disclosure of relevant information, we and WUL may at any time

- Share information about you with other companies in our group as well as other organisations outside the group including, where appropriate, private investigators and law enforcement agencies.
- Check your details with fraud prevention agencies, as well as against databases and other sources of information. Below is a sample of the databases/sources used:
  - the insurance industry claims database known as InsuranceLink maintained by Insurance Ireland (for more information see www.inslink.ie)
  - the Integrated Information Data Service ('IIDS') which allows members of Insurance Ireland to verify information including penalty points and no-claims discount information provided by their customers
  - the National Vehicle and Driver File, maintained and supported by the Department of Transport, Tourism and Sport, containing details of all registered vehicles in the State
  - Motor Insurance Anti-Fraud and Theft Register (MIAFTR) operated by the Association of British Insurers in the UK to log all insurance claims relating to written-off and stolen vehicles in the UK
  - the Companies Registration Office:

The above list is not intended to be exhaustive (please see our privacy policy as well as WUL's privacy policy for more information).

4. THE LEGAL BASIS FOR PROCESSING YOUR PERSONAL DATA

We and WUL hold, process and disclose your data in order to provide you with insurance cover in accordance with our contract and to take steps at your request prior to entering into a contract. This includes using your data to evaluate the risk and assess the premium to be paid and bind cover.

We and WUL may also use your personal data where:

- it is necessary to comply with our legal and regulatory obligations (for example, complying with reporting obligations to the Central Bank of Ireland or other applicable regulatory authorities);
- it is necessary to support our legitimate interests in managing our business, including in connection with (i) the administration of your policy and our relationship with you, (ii) improving our insurance products and services, (iii) prevention and detection of crime, (iv) general risk modelling, (v) transferring books of business, company sales and reorganizations; (vi) validate and settle any claims (vii) bring and/or defend legal proceedings; (viii) prevent, detect and investigate fraud; (ix) analytics provided in each such interests are not overridden by your interests and rights; and
- you have consented to processing your information in such a way.

5. CRIMINAL CONVICTIONS

We and WUL may hold, use, disclose and process personal data relating to relevant criminal convictions and offences for the following purposes (i) in order to underwrite risk appropriately, calculate a quote or policy renewal and risk assess any person who will be driving the insured vehicle (e.g. a risk assessment), (ii) for fraud detection or prevention or (iii) where required for claims handling. We will only carry out such processing where it is authorized by European Union ("EU") or Member State law.

Where Irish data protection law applies, the Irish Data Protection Act 2018 permits processing of such personal data in specific circumstances including where (1) necessary for the purposes of legal advice or in connection with legal proceedings or in connection with the exercise, defence or establishment of legal claims or legal rights; (2) necessary to prevent injury or property damage or the vital interests of a person; (3) permitted in regulations; (4) you have given explicit consent to the processing of your personal data for these purposes – which you may withdraw at any time; and (5) the processing of your personal data is necessary and proportionate to perform a contract or enter into a contract with you.

6. SPECIAL CATEGORIES OF PERSONAL DATA

We and WUL hold, use, disclose and process special categories of personal data (e.g., your health data) where:

- you have given us your explicit consent;
- the processing is necessary to protect your, or another's vital interest;
- you have manifestly made your personal data publically available;
- the processing is necessary for the establishment, exercise or defence of legal claims; or
- necessary for reasons of substantial public interest on the basis of law.

Where Irish data protection law applies, the Irish Data Protection Act 2018 permits processing of (1) health data subject to certain safeguards where the processing is necessary and proportionate for the purposes of a policy of insurance; life insurance, health insurance or health related- insurance; and (2) special categories of personal data where necessary for the purposes of legal advice or in connection with legal proceedings or in connection with the exercise, defence or establishment of legal rights.

7. SHARING OF PERSONAL DATA

In order to provide our services and to amend to and/ or comply with legal obligations imposed on us, it may be necessary from time to time for us to disclose your personal data to third parties, including without limitation to the following:

- With business partners, suppliers, sub-contractors and agents with whom we and/or WUL work/engage (including, but not limited to, tied agents, managing general agents, auditors, legal firms, medical professionals, cloud service providers, private investigators, third-party claim administrators and outsourced service providers) to assist us and WUL in carrying out business activities which are in our and WUL's legitimate business interests and where such interests are not overridden by your interests.
- With other companies in our group, partners of our group, coinsurance and reinsurance companies located in Ireland and abroad, including outside the European Economic Area ('EEA'). Where transfers take place outside the EEA, we ensure that they are undertaken lawfully and pursuant to appropriate safeguards. If you would like further information about the safeguards we have implemented please contact us using the contact details set out in Section 12 below.
- With other insurers and/or their agents.
- With any intermediary or third party acting for you.
- In order to comply with our and WUL's legal obligations, a Court Order or to cooperate with State and regulatory bodies (such as the Revenue Commissioners or the Central Bank of Ireland), as well as with relevant government departments and agencies (including law enforcement agencies).

For further information regarding the third parties that we may share personal data with, please see our privacy policy www.archcapgroup.com and WUL's privacy policy which is available at www.wrightway.ie/regulations.

In addition, information about claims (whether by customers or third-parties) is collected by us and/or WUL when a claim is made under a policy and placed on InsuranceLink. This information may be shared with other insurance companies, self-insurers or statutory authorities.

The purpose of InsuranceLink is to help us and WUL identify incorrect information and fraudulent claims and, therefore, to protect customers. Under data protection legislation you have a right to know what information about you and your previous claims is held on InsuranceLink. If you wish to exercise this right then please contact us or WUL at the address below.

Finally, where you have consented to our doing so, we and WUL may share information that you provide to companies within our group and with other companies that we and/or WUL establish commercial links with so we, WUL and they may contact you (by email, SMS, telephone or other appropriate means) in order to tell you about carefully selected products, services or offers that we and/or WUL believe will be of interest to you.

8. DATA RETENTION

The time periods for which we and WUL retain your personal data depend on the purposes for which we and WUL use it. We and WUL will keep your personal data for no longer than is required or legally permitted. Please see our privacy policy at www.archcapgroupcom and WUL's Data Retention Policy which is available at www.wrightway.ie/regulations.

9. AUTOMATED DECISION MAKING AND PROFILING

You have a right not to be subjected to decisions based solely on automated processing, including profiling, which produce legal effects concerning you or similarly significantly affects you other than where the decision is:

1. Necessary for entering into a contract, or for performing a contract with you (e.g., your policy of insurance);
2. Based on your explicit consent – which you may withdraw at any time; or
3. Is authorized by EU or Member State law.

Where we base a decision on solely automated decision-making, you will always be entitled to have a person review the decision so that you can contest it and put your point of view and circumstances forward.

10. DATA SUBJECT RIGHTS

You have the following rights in relation to your personal data which is held by us and WUL:

1. To access a copy of your personal data.
2. To have any inaccurate or misleading personal data rectified.
3. To have your personal data erased.
4. To restrict the processing of your personal data in certain circumstances.
5. To object to the processing of your personal data where our legal basis for processing your data is our or WUL's legitimate interests or where we or WUL are processing your personal data for direct marketing purposes.
6. To transfer your personal data to a third party where you have given us or WUL such personal data to process on the basis of your consent, to perform or enter into a contract with you or for automated processing.
7. A right not to be subject to automated decision making.
8. The right to receive notification of a personal data breach.
9. Where processing is based on consent, the right to withdraw such consent.
10. The right to lodge a complaint to the Data Protection Commission.

However, these rights may not be exercised in certain circumstances, such as when the processing of your data is necessary to comply with a legal obligation or for the exercise or defence of legal claims. If you wish to exercise any of your rights in this regard a request must be submitted in writing to our or WUL's Data Protection Officer, as appropriate (see contact details below). In order to protect your privacy, you may be asked to provide suitable proof of identification before your request can be processed. We or WUL as applicable will respond to your request in writing, or orally if requested, as soon as practicable and in any event not more than within one month after of receipt of your request. In exceptional cases, we or WUL as applicable may extend this period by two months and you will be told why.

11. IMPORTANT INFORMATION ABOUT THIS DATA PROTECTION NOTICE

Each of WUL and us providing this Data Protection Notice to you is a separate legal entity and separate data controller in respect of your personal data.

12. CONTACT DETAILS

If you have any questions about your personal data, you can contact us or WUL using the contact details below.

ARCH INSURANCE (EU) DAC

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

WRIGHTWAY UNDERWRITING LTD

- Tel: +353 (0)53 916 7100
- Email: dataprotectionofficer@wrightway.ie
- Data Protection Officer, Wrightway Underwriting Ltd, ArdcavanBusiness Park, Ardcavan, Co. Wexford Y35FP8A

COMPLAINTS PROCEDURE

We are dedicated to providing a high quality service and We want to ensure that We maintain this at all times.
If You have any concerns about the Policy or the handling of a claim please contact:

Complaints Officer

Wrightway Underwriting Ltd

Wrightway House

Ardcavan Business Park

Ardcavan

Co. Wexford Y35FP8A

Telephone: +353 (0) 53 916 7100

E-mail: customersupport@wrightway.ie

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made. You will also be informed of the name of one or more individuals that will be your point of contact regarding your complaint until the complaint is resolved or cannot be progressed any further. You will be provided with an update on the progress of the investigation of your complaint, in writing, within twenty business days of the complaint being made.

A decision on your complaint will be provided to you, in writing, within 40 (forty) business days of the complaint being made.

If You remain dissatisfied following referral to the above You may wish to take the complaint further. You can do so at any time by referring the matter to:

Arch Insurance (EU) DAC

2nd Floor, Block 3 The Oval

60 Shelbourne Road

Ballsbridge

Dublin 4

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

Financial Services and Pensions Ombudsman

Lincoln House

Lincoln Place

Dublin 2

D02 VH29

Tel: +353 (0) 1 567 7000

E-mail: info@fspo.ie

Website: www.fspo.ie

INSURANCE ACT 1936

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

STAMP DUTIES CONSOLIDATION ACT 1999

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

GOVERNMENT CHARGES

The first premium herein includes any such charges.

CURRENCY

It is understood and agreed that the currency of all premiums, sums insured, limits of liabilities and excesses shown in this Policy or Schedule or any subsequent renewal notice or endorsement relating thereto shall be the Euro.

SANCTIONS

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

REGULATORY INFORMATION

- Arch Insurance (EU) DAC is regulated by the Central Bank of Ireland
- Wrightway Underwriting Ltd. is regulated by the Central Bank of Ireland.

CLAIMS ADVICE

There are some important notes that You should be aware of if You are involved in an accident or the Insured Vehicle is stolen.

ACCIDENT

- Do not admit liability for the 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 An Garda Síochána/Police.
- Note the exact location and any relevant road signs and markings.
- Take photos if possible of the damage to both the Insured Vehicle and/or any third party vehicle. Take photos of vehicle positions and road layout.
- Report the incident to An Garda Síochána/Police within 24 hours. In the case of any injury, or possible injury, report the incident immediately.
- Retain any dashcam footage or CCTV footage capturing the accident.

THEFT

- Report the theft to An Garda Síochána/Police immediately after becoming aware of the theft and take a note of the garda's/officer's name, number, station and crime book reference number if applicable.
- If You know where the Insured Vehicle is after its theft, make sure that it is safe and secure.

STEP BY STEP GUIDE TO MAKING A MOTOR CLAIM

- If You have been involved in a motor accident and want to make a claim, You should contact Your insurance broker as soon as practicably possible who will take all the details from You and provide You with a claim form which should be completed and returned to them as soon as possible and without delay.
- Once cover has been confirmed, You will need to get an estimate for repairs.
- Share dashcam footage with us. Obtain CCTV footage if available.
- If the Insured Vehicle is already in a garage/storage area it is important to ask if You are being charged to hold it there as these costs are not covered under Your Policy. If the Insured Vehicle is a total loss (write off), We can arrange to have it moved free of charge. We may need to have a motor assessor inspect the damaged Insured Vehicle.
- You can appoint Your own motor assessor to inspect the damaged Insured Vehicle and help with the preparation of Your claim, however the costs will be at Your own expense
- We will notify You of the agreed repair costs and the Insured Vehicle repairs can begin.
- When repairs are complete You will need to send Us the repair bill, We will then issue a settlement cheque less Your Policy Excess (refer to Your Policy Schedule) and VAT if You are registered for same. Payment will be made either directly to You or the repairing garage subject to receipt of a signed satisfaction note.
- You must pay the relevant Excess direct to the repairer when You collect the Insured Vehicle.

- If You are registered for VAT You must pay the VAT direct to the repairer when You collect the Insured Vehicle.
- If the Insured Vehicle is a total loss (write off) or beyond economical repair, Our motor assessor will put a value on the Insured Vehicle based on its condition before the accident (pre-accident value). This value will be offered to You in settlement less Your Policy Excess (refer to Your Policy Schedule), and VAT if You are registered for same.
- We will require the original Vehicle Licensing Certificate (VLC), claim form, a copy of the front and back of Your driving licence, a copy of the Certificate of Roadworthiness (CRW), all keys for the Insured Vehicle and any other requested supporting documentation before We can issue Your settlement cheque.
- Where the Insured Vehicle is stolen and not found, We will send a motor theft claim form for completion and will settle Your claim based on the pre-theft value which Our motor assessor will place on the Insured Vehicle. Again We will require the original Vehicle Licensing Certificate (VLC), the claim form, a copy of front and back of Your driving licence, all keys for the Insured Vehicle, a copy of the Certificate of Roadworthiness (CRW) and any other requested supporting documentation before We can issue Your settlement cheque. In the case of unrecovered theft, 28 days must pass from the date of theft before settlement can be issued.

Terms and conditions may be applied to Your Policy and these will be fully explained by Your insurance broker.

Your No Claims Discount may be affected as a result of a claim on Your Policy. Refer to SECTION 7 – NO CLAIMS DISCOUNT.

Please note that We will retain a record of any claim and may share certain information with other insurers and interested parties, where necessary and appropriate. However, all data is retained and used in accordance with Irish Data Protection Law.

Under the Consumer Protection Code, We are obliged to inform You that claim payments under Your policy may affect future insurance contracts of this type.

WINDSCREEN AND WINDOWS

Details of cover provided are shown in SECTION 4 – WINDSCREEN AND WINDOWS.

DEFINITIONS

The following words or phrases have the same meaning wherever they appear.

CERTIFICATE OF MOTOR INSURANCE

Legal evidence of Your insurance. It is one part of the Contract of Motor Insurance. It shows the Insured Vehicle(s), who may drive it (where 'any authorised driver' is stated, refer to the Schedule for restrictions), what it may be used for and the Period of Insurance.

CONTRACT OF MOTOR INSURANCE

The Policy, the Schedule (including Endorsements) and the Certificate of Motor Insurance and information You gave Us in the Proposal Form or 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 in 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.

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).

GEOGRAPHICAL LIMITS

The Republic of Ireland, Northern Ireland, Great Britain, Isle of Man and the Channel Islands. Section 6 – Foreign Travel Cover explains the cover that applies when driving abroad. Unless You ask Us to extend Your cover, and pay any extra premium needed, the cover for using the Insured Vehicle abroad is very restricted. It does not include loss or damage to the Insured Vehicle and, depending on the country concerned, may be very limited with regard to Your legal liability to others.

INSURED VEHICLE

The vehicle(s) shown on the current Schedule and Certificate of Motor Insurance.

MARKET VALUE

The cost at the date of the accident or loss of replacing the Insured Vehicle, if possible, 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.

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 sets out the details of cover and all the terms and conditions which apply. It is one part of the Contract of Motor Insurance.

PROPOSAL FORM / STATEMENT OF FACT

The document filled in by You or on Your behalf 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 give Us full information at the start, and tell Us about changes, the 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(s) and the cover which applies. It is one part of the Contract of Motor Insurance.

WE, OUR, US, INSURER

Arch Insurance (EU) DAC

YOU, YOUR, INSURED

The person named as the Insured on the Schedule or the Certificate of Motor Insurance.

RESTRICTIVE CONDITION

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

SUSPENSIVE CONDITION

In Contract of insurance, any Contract term however described that imposes a continuing restrictive condition on You during the course of the contract shall be treated as a suspensive condition in that, upon a breach of such a condition, Our liability is, suspended for the duration of the breach but if the breach has been remedied by the time a loss has occurred, We shall (in the absence of any other defence to the claim) be obliged to pay any claim made under the contract of insurance.

COVER AND USE

COVER

The current Schedule shows what You are covered for. The different kinds of cover are:

- Comprehensive (shown as COMP) – Sections 1, 2, 3, 4, 5, 6, 7 and 8 apply.
- Third Party Fire and Theft (shown as TPFT) – Sections 1, 2, 5, 6, 7 and 8 apply. Section 4 only applies if shown on Your Schedule.
- Third Party Only (shown as TPO) – Sections 1, 6 and 7 apply.
- Fire and Theft Only (shown as FTO) – Section 2 only.

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.

SECTION 1 - LIABILITY TO OTHERS: THIRD PARTY COVER

WHAT IS COVERED

We will insure You against everything You legally have to pay to people who claim for damages, costs and expenses if they arise from a claim caused by an accident while You are driving, loading or unloading (directly from the Insured Vehicle), or in charge of the Insured Vehicle, if You kill or injure other people. We will also insure You for Your legal liability for damage to their property (including any related indirect loss) up to €1,270,000 and while the Insured Vehicle is towing a trailer or broken-down vehicle, so long as the towing is allowed by law and the trailer or broken- down vehicle is attached properly to the Insured Vehicle by towing equipment made for this purpose.

WHAT IS NOT COVERED

- Loss or damage to the Insured Vehicle, trailer or vehicle being towed.
- Any amount above €1,270,000 for damage to other people's property (including any related indirect loss).
- Property or goods belonging to (or in the care of) You or Your passengers or being carried in or on any trailer or vehicle being towed.
- Death or injury to the person driving or in charge of the Insured Vehicle
- Death or injury to any person being carried in or, getting into or out of, or getting onto or off, a trailer or vehicle being towed.
- Loss or damage to any weighbridge, viaduct, road or other surface over which the Insured vehicle is driven, or anything under the surface caused by the weight or vibration of the Insured Vehicle or its load.
- 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.
- Legal liability when you are towing any trailer or broken-down vehicle for hire and reward.
- 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 You, the driver or attendant of the Insured Vehicle.
- Liability for death, injury or damage resulting from using the Insured Vehicle, or of machinery attached to it, as a tool of trade.
- Liability for death or injury to any of Your employees during the course of their employment.
- Any claim resulting from carrying, preparing, selling or supplying of any goods, food or drink from the Insured Vehicle.

INSURING OTHERS – WHAT IS COVERED

We will also insure the following people under this Section

- Any person You allow to use the Insured Vehicle as long as Your current Certificate of Motor Insurance says that they can and they are not excluded from driving by an Endorsement shown in the Schedule.
- Any person (other than the person driving) being carried in the Insured Vehicle, provided that such person is being carried in fitted seats which have been permanently and securely installed in the Insured vehicle, or getting onto or off the Insured Vehicle or any person who causes an accident while they are travelling in, or getting in or out of, the Insured Vehicle.
- If anyone covered by the Contract of Motor Insurance dies, We will cover their legal representative to deal with any claims made against the person's estate.
- At the Insured's request their employer or business partner but only in respect of the Insured's negligence while the Insured is driving or using a vehicle on their business, provided the driving and use is permitted by the Certificate of Motor Insurance.

INSURING OTHERS – 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 holding a valid licence, or using the Insured Vehicle as a result of the General Exclusions, General Conditions and any Endorsements.

COSTS OF LEGAL REPRESENTATION – WHAT IS COVERED

If We agree in writing first, We will 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 fees for representing anyone We insure at a court of summary jurisdiction, fatal accident enquiry or coroner's inquest.
- The reasonable costs of legal services We arrange for defending You or an insured driver against a charge of manslaughter or causing death by dangerous driving.

We may, at any time, stop paying the legal costs.

COSTS OF LEGAL REPRESENTATION – 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.

EUROPEAN UNION (EU) COMPULSORY COVER – WHAT IS COVERED

We will provide the minimum insurance necessary to allow You to use the Insured Vehicle:

- In any country which is a member of the EU; and
- In any other country which has made arrangements to meet the minimum insurance needed in the EU.

EUROPEAN UNION (EU) COMPULSORY COVER – WHAT IS NOT COVERED

- Cover which is more than the legal minimum that applies to the country concerned.

Please also refer to Section 6 – Foreign Travel Cover.

SECTION 2 - FIRE AND THEFT

WHAT IS COVERED

We will cover You for loss or damage to the Insured Vehicle, and its standard accessories, that is caused by fire, lightning, explosion, theft or attempted theft.

WHAT IS NOT COVERED

- In the event of a fire claim, We will not cover the cost of the component that mechanically or electrically failed that cause said fire.
- Vehicle hire
- 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 breakages.
- Compensation for You not being able to use the Insured Vehicle, any delay where We have to get new parts or accessories or they are unavailable, or the value of the Insured Vehicle reducing for any reason.
- Any other indirect loss.
- Any extra parts or accessories beyond the amount You have insured the Insured Vehicle for.
- Loss or damage if You have not taken 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 or attached to it.
- Loss or damage from repossessing the Insured Vehicle and returning it to its rightful owner, or from any agreement or proposed transaction for selling or hiring the Insured Vehicle or someone taking it by fraud, trickery or deception.
- Loss or damage arising from the Insured Vehicle being taken or driven by a person who is not an insured driver but is a member of the Your family or household, or being taken or driven by an employee or ex-employee.
- Loss or damage resulting from using the Insured Vehicle, or of machinery attached to it, as a tool of trade.
- Loss or damage caused deliberately by You or any person driving the Insured Vehicle with Your permission.
- Malicious damage.
- Any additional damage resulting from the Insured Vehicle being moved by You after a fire or theft.
- Any storage charges unless You tell Us about them and We agree in writing to pay for them.
- Tools of trade, personal belongings, child seats, documents or goods.
- Fitted entertainment equipment other than standard as manufactured.
- Keys, remote control or security devices (whether lost or stolen) other than covered under Section 5 – Replacement of Locks and Fire Brigade Charges.
- Tapes, cassettes, compact and mini discs, Citizens-Band radios, phones or phone equipment and detachable navigational equipment.
- VAT if You are registered.
- The amount of Excess of every claim which is shown in Your Schedule.
- Any amount in excess of €150 for towing as a result of an accident

SECTION 3 - ACCIDENTAL DAMAGE (EXCLUDING FIRE AND THEFT)

WHAT IS COVERED

We will cover You against loss or damage to the Insured Vehicle and its standard accessories provided there is evidence that an impact has occurred, and spare parts subject to the exceptions listed below.

Our liability under this section shall not exceed the Market Value of the Insured vehicle immediately before the loss of or damage to the Insured Vehicle

WHAT IS NOT COVERED

Any loss or damage that is not covered, under the Section 2 – Fire and Theft, except for malicious damage. 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 care to stop damage happening and have followed the manufacturer's instructions to avoid liquid freezing in the Insured Vehicle.
- Loss or damage arising from the Insured Vehicle being filled with the wrong fuel, or from the use of substandard or contaminated fuel, lubricant or parts.
- 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 breakages.
- Compensation for You not being able to use the Insured Vehicle, any delay where We have to get new parts or accessories or they are unavailable, or the value of the Insured Vehicle reducing for any reason.
- Any other indirect loss.
- Any extra parts or accessories beyond the amount You have insured the Insured Vehicle for.
- Loss or damage if You have not taken 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 or attached to it.
- Loss or damage from repossessing the Insured Vehicle and returning it to its rightful owner, or from any agreement or proposed transaction for selling or hiring the Insured Vehicle or someone taking it by fraud, trickery or deception.
- Loss or damage arising from the Insured Vehicle being taken or driven by a person who is not an insured driver but is a member of the Your family or household, or being taken or driven by an employee or ex-employee.
- Loss or damage resulting from using the Insured Vehicle, or of machinery attached to it, as a tool of trade.
- Loss or damage caused deliberately by You or any person driving the Insured Vehicle with Your permission.
- Any additional damage resulting from the Insured Vehicle being moved by You after a fire or theft.
- Any storage charges unless You tell Us about them and We agree in writing to pay for them.
- Tools of trade, personal belongings, child seats, documents or goods.
- Fitted entertainment equipment other than standard as manufactured.
- Keys, remote control or security devices (whether lost or stolen) other than covered under Section 5 – Replacement of Locks and Fire Brigade Charges.
- Tapes, cassettes, compact and mini discs, Citizens-Band radios, phones or phone equipment and detachable navigational equipment.
- VAT if You are registered.
- The amount of Excess of every claim which is shown in Your Schedule.
- Any amount in excess of €150 for towing as a result of an accident.

SETTLING CLAIMS – SECTIONS 2 AND 3

THEFT

We will treat the Insured Vehicle as stolen if it has not been recovered 28 days after You reported the theft to Us. It must still be missing when We pay Your claim.

You must report the theft to An Garda Síochána/Police nearest to the location as soon as the theft is discovered and provide Us with all the documentation We ask for together with all keys for the Insured Vehicle, as soon as possible. If the Insured Vehicle is stolen and You later get it back, or discover where it is, You must tell Us as soon as practicably possible.

REPAIRS AFTER AN ACCIDENT

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, subject always to a maximum of €150. We will not pay the costs of any transport outside the Republic of Ireland unless We agree to do so first. 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 as a result of this.) You must obtain our permission before ordering any new part or accessory or before paying for any transport outside the Republic of Ireland.

SPARE PARTS CLAUSE FOR JAPANESE OR FAR EASTERN IMPORTS

If Section 2 or Section 3 of this policy are operative and your vehicle, following a valid claim under Section 2 or Section 3 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.

HOW WE MAY PAY YOUR CLAIM

We may:

- Pay for the damage to be repaired; or
- Give You an amount to replace the lost or damaged Insured Vehicle or item; or
- Replace the Insured Vehicle or any item.

THE MOST WE WILL PAY

We will pay the lesser of the following:

- The Market Value of the Insured Vehicle just before the loss or damage happened less the Excess (with no additional payments for standard accessories or spare parts), if applicable; or
- 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 accessory is no longer available, the most We will pay will be:

- the cost shown in the manufacturer's last price list; and
- the reasonable 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.

TOTAL LOSS (WRITE OFF)

In the event of the Insured vehicle being a total loss/write off, We will pay the Pre incident market value or sum insured (whichever is less), less any excess applicable under the policy. The salvage then becomes Our property

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.

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 in the event of a total loss. When We pay them the claim will be settled. In certain circumstances the payment will be made jointly in favour of You and the interested financial organisation.

SECTION 4 – WINDSCREEN AND WINDOWS

WHAT IS COVERED

If You have cover under this section, We will pay for replacement or repair in respect of any one claim for accidental breakage to the Insured Vehicle's windscreen or windows. Windows are deemed to include the front, back and side windows but exclude sunroofs, panoramic roofs, mirrors and lights. If this is the only damage You are claiming for, Your No Claims Discount will not be affected.

If You use All Glass, our Approved Windscreen Replacement Agents (1890 201212) we will pay up to;

- €100 for repair or
- €400 for replacement subject to a €30 excess payable to All Glass

If You use any another windscreen replacement or repair agent we will pay up to;

- €150 for a replacement subject to a €30 excess

The most we will pay is €400 in any one Period of Insurance.

WHAT IS NOT COVERED

- Any loss or damage if You do not have cover under this Section.
- Damaged or broken glass to vehicles that are temporarily covered.
- Damage caused by your own deliberate act.
- Any amount exceeding:

  €100 for repair or

  €150 for replacement by any other windscreen replacement agent or

  €400 for replacement by All Glass, Our Approved Windscreen Replacement Agents.
- Damaged sunroofs, roof panels, lights or reflectors, even if they are made of glass.
- Extra costs for the work to be undertaken outside normal hours, unless the windscreen is shattered, or the driver's vision or the security of the Insured Vehicle, is affected.
- VAT if You are registered.
- €30 excess on all replacements.
- Any amount exceeding €400 in any one Period of Insurance.

SECTION 5 – REPLACEMENT OF LOCKS AND FIRE BRIGADE CHARGES

REPLACEMENT OF LOCKS

We will pay up to €500 towards to cost of replacing and fitting door and boot locks, the ignition/ steering lock and electronic locking mechanisms to the Insured Vehicle where the keys or lock transmitter of the Insured Vehicle are stolen from Your or the insured driver's house, or any other building, boat or caravan where You or the insured driver is temporarily residing, provided that such stealing involves entry to or exit from such property using forcible and violent means.

Exception to this Benefit

- We will not be liable in respect of any claim arising where the keys or lock transmitter have been stolen by deception or fraud, or stolen by a member of Your or the insured driver's family.
- We will not be liable in respect of any claim where the theft of the keys or lock transmitter has not been reported to An Garda Síochána as soon as practicably possible upon discovery.

FIRE BRIGADE CHARGES

In respect of any event which may be the subject of cover under this Policy We will also pay all charges levied by a fire authority in accordance with the provision of the Fire Services Act 1981 subject to a limit of €385 in respect of any one claim.

SECTION 6 – FOREIGN TRAVEL COVER

COVER PROVIDED

The full cover provided by Section 1 – Liability to Others: Third Party Cover is extended to provide the minimum cover required to comply with the laws relating to the compulsory insurance of motor vehicles whilst the Insured Vehicle is being used:

- In any other member country of the European Union; and
- In any other country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the European Union Directive of Insurance of Civil Liabilities arising from the use of Motor Vehicles (No. 72/166/CEE).

In the event of Us having to pay any amount which We would not have been liable to pay, but for the provisions of such law, You must repay all such amounts to Us.

Subject to the payment of the appropriate additional premium We will provide the cover stated in the Schedule in respect of the Insured Vehicle for an agreed period while the Insured Vehicle is being used in any of the countries specified above.

CUSTOMS DUTY

Provided that liability arises directly from loss or damage covered by this Policy, We will cover You against liability for the enforced payment of customs duty in any country to which the Policy applies. Our liability shall not exceed the Market Value of the Insured Vehicle prevailing in the Republic of Ireland on the date of the enforcement or the estimated value of the Insured Vehicle (as last advised to Us) whichever is the less.

BAIL BONDS

If, as a direct result of an accident in Spain which is or may become the subject of cover under this Policy:

- The person driving the Insured Vehicle with Your authority at the time of the accident is detained

  or

- The Insured Vehicle is impounded by the competent authorities

and a guarantee or monetary deposit is required for their release We will provide such guarantee or deposit not exceeding €1,275 in all. Immediately the guarantee is released or the deposit becomes recoverable You or the person driving must comply with all necessary formalities and give Us any information and assistance that may be required to obtain the cancellation of the guarantee or the return of the deposit. If the guarantee or deposit is wholly or in part forfeited or taken for the payment of fines or costs in or as a result of any penal proceedings against You or the person driving, You must repay such amounts to Us on demand.

TRANSIT

The cover provided by this Policy also applies while the Insured Vehicle is in transit by:

- road, rail, inland waterway, lift or elevator
- sea (and during the process of loading and unloading incidental thereto) between any ports in countries to which the Policy applies.

SECTION 7 – NO CLAIMS DISCOUNT

If this is a yearly contract, and You do not claim under this insurance and You have not been involved in an accident which has or may result in a claim against You, We will give a discount from Your renewal premium.

If the insurance covers more than one Insured Vehicle, the No Claims Discount will apply separately for each Insured Vehicle.

No Claims Discount does not apply to fleet policies.

You cannot transfer your No Claims Discount to anyone else.

We will reduce or remove Your No Claims Discount if We make any payment whatsoever, even if the accident is not Your fault, other than fire and/or theft claims, unless We get the money back from someone else. We may withhold the No Claims Discount in full or in part if there are any claims that have not been settled. If We recover all Our money, or We have good reason to believe a third-party claim would be unsuccessful, the No Claims Discount would apply again.

In event of a single claim (other than one fire or theft) occurring in any Period of Insurance, Your No Claims Discount entitlement will be reduced by two years at next renewal. If more than one claim (other than one fire or theft) occur in any Period of Insurance, Your No Claims Discount is reduced to nil. In addition, any claim payment for Windscreen breakage will be paid without impact on Your No Claims Discount entitlement.

If more than two claims occur in any consecutive three year period, Your No Claims Discount entitlement will be reduced by three years for each additional claim.

Your No Claims Discount will not be affected by payments made solely in relation to emergency treatment where the law says We must pay.

PROTECTED NO CLAIMS DISCOUNT

If you pay an extra premium you can protect your no claims discount if:

- You do not claim more than once during the period of Insurance This benefit will stop if:
- You make more than one claim during the period of Insurance; or
- You no longer qualify for this benefit.

Protecting Your No Claims Discount does not protect against a premium rise.

REVISED RENEWAL - LATE NOTIFICATION OF CLAIM

If any claim in the expiring Period of Insurance has been disregarded in calculation of the No Claim Discount shown in the Renewal Invitation Schedule, we may at our option recall the original Renewal Invitation Schedule issued and replace it with a revised Renewal Invitation Schedule reflecting the correct No Claim Discount entitlement. The revised renewal premium due is payable on renewal of the policy

SECTION 8 – REBATE FOR LAYING UP

If notice is given to Us that the Insured Vehicle is to be laid up and out of use (other than as a result of loss or damage which may be the subject of cover under this Policy) third party liability cover can be suspended.

The current Certificate of Motor Insurance and Insurance Disc must be returned to Us and suspension of third party liability cover will only be effective from the date these documents are received by Us. If the period of suspension is more than thirty consecutive days We will refund to You a sum equal to seventy-five per cent of the rateable proportion of the premium for such period provided there are no known losses reported under the Policy.

GENERAL EXCLUSIONS

These General Exclusions apply to the whole of this Contract of Motor Insurance and describe the things which 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, injury, loss or damage that happens while the Insured Vehicle is being:
   - Used for a purpose which it is not insured for;
   - Driven, used or in the charge of anyone who is not described in the Certificate of Motor Insurance as a person entitled to drive or who is excluded from driving by any Endorsements or covered by another insurance;
   - Driven, used 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;
   - Driven, used or in the charge of anyone who does not meet the terms and conditions of their driving licence;
   - Driven, used or in the charge of anyone when Insured Vehicle is in an unsafe or un-roadworthy condition. (You may be asked to provide details to show the Insured Vehicle was regularly maintained and kept in good condition);
   - Driven, used or in the charge of anyone when Insured Vehicle is without a current Certificate of Roadworthiness (CRW);
   - Driven, used or in the charge of anyone when Insured Vehicle is in any way breaching/ not compliant with any Security requirements imposed by an Endorsement;
   - Used to carry passengers or goods in a way likely to affect the safe driving and control of the Insured Vehicle;
   - Used to carry passengers unless they are being carried in fitted seats which have been permanently and securely installed in the Insured Vehicle;
   - Used in or on restricted areas of airports, air fields or military bases.
   - Used as a tool of trade, and such vehicle or plant forming part of such or attached to its designed to operate as a tool of trade, (except so far as is necessary to meet the requirements of Road Traffic Legislation).

2. Any liability that You have agreed to accept unless You would have had that liability anyway.

3. Anyone who does not meet all the conditions of this Contract of Motor Insurance.

4. Any use connected with the motor trade, unless this use is described in the Certificate of Motor Insurance (under Limitations as to Use).

5. Hiring out the Insured Vehicle for reward.

6. Racing of any description or being used in any contest, competition, rally or speed trial.

7. The Insured Vehicle being used on any form of race track or off-road activity.

8. Any accident, injury, loss or damage caused directly or indirectly by:
   - War invasion acts of foreign enemies hostilities or warlike operations (whether war declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military insurrection rebellion revolution military or usurped power or martial law except so far as is necessary to meet the requirements of the Road Traffic Acts.
   - Civil commotion in Northern Ireland.
   - Confiscation or nationalisation or requisition or destruction of property by or any order of any government or public or local authority.
   - Any act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatsoever nature and by whatever means made or claimed to be made in whole or in part for political religious ideological or similar purposes.

   or any action taken in controlling preventing, suppressing or in any way relating to any of the above.

If We allege that by reason of this exclusion any loss damage costs or expense of whatsoever nature is not covered by this insurance, the burden of proving the contrary shall be upon You.

- Earthquake;
- Ionising radioactive or radioactive contamination from nuclear fuel, nuclear waste, or any risk from nuclear combustion or equipment;
- Pressure waves caused by aircraft and other flying objects; or
- Carrying any hazardous substances or goods.

9. Any liability, loss or damage that happens outside the Republic of Ireland, Northern Ireland, Great Britain, Isle of Man and the Channel Islands unless they result from using the Insured Vehicle in a country which We have agreed to extend this insurance to cover (see Section 6 – Foreign Travel Cover).

10. Any proceedings brought against You outside the Republic of Ireland, Northern Ireland, Great Britain, Isle of Man and the Channel Islands unless they result from using the Insured Vehicle in a country which We have agreed to extend this insurance to cover (see Section 6 – Foreign Travel Cover).

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

12. Any liability, injury, loss or damage caused directly or indirectly 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, and
    - unexpected

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

13. We shall not be liable for loss, damage, costs and expenses of whatsoever nature directly or indirectly 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. For the purpose of this exclusion an "act of terrorism" means an act, including but not limited to the use of the force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear. This Contract of Motor Insurance also excludes loss, damage, costs or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

14. The cover provided by this Policy shall be restricted to Third Party Only in respect of any claim arising where You or any other person entitled to be covered under this Policy is convicted or has a conviction pending whilst being under the influence of drink or drugs whilst driving.

15. This Policy excludes liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with:
    a. the loss of, alteration of or damage to

    or

    b. a reduction in the functionality, availability or operation of:

       a computer system, hardware, program, software, data, information repository, microchip, integrated circuit or similar device in computer or non computer equipment that results from malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code including but not limited to computer virus, logic bomb or trojan horse.

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, or the Contract of Motor Insurance is cancelled, it could make the cover invalid or mean We may refuse to pay Your claim.

KEEPING TO THE POLICY TERMS

Your premium is based on the information You gave Us when Your cover started and when You renew it. If Your circumstances change, You must let Us know immediately. If You are not sure whether You need to tell Us about certain facts, You should give Us the information anyway, or contact your insurance broker for advice. 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, 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:

- You have kept to all the terms and conditions, including any Endorsements of this Contract of Motor Insurance;

  and
- All the information You have given and upon which the contract is based is correct and complete.

NOTIFICATION OF CLAIMS

Please refer to the section giving Claims Advice on page 8 and the section on Settling Claims under Sections 2 and 3 on page 18.

You must do the following after any accident, injury, loss or damage, whether a claim is to be made or not as soon as practically possible, but where possible no later than the end of the next working day.

- Ring Your insurance broker to advise of the incident. If You do not tell them about incidents which might result in claims, We may not pay Your claim;
- Forward a fully-completed claim form after the accident or loss whether You are to blame or not;
- Forward unanswered, every letter, claim, writ, claim form, summons, impending prosecution or other documentation relating to the accident or loss You receive;
- Inform Us as soon as You become aware of any prosecution, coroner's inquest or fatal accident inquiry;
- 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.

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.

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; but We will engage with You during the investigation of the claim and give You the opportunity to submit to Us any relevant evidence which could influence the outcome of the claim.
- 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.

RIGHT OF RECOVERY

If any 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 You must repay the amount paid to Us.

If We have agreed to refund any premium following cancellation, We can take any money You owe from any payment We make.

CARE OF THE VEHICLE

The Insured Vehicle must be covered by a valid Certificate of Roadworthiness (CRW) if it needs one by law.

You or any other person covered by this insurance must take all practical precautions to avoid loss of or damage to the Insured Vehicle, for example, remove it to a safe place as soon as possible if it breaks down. You or any other person covered by this insurance should also take all care of the keys to the Insured Vehicle to prevent them being lost or stolen.

You or any other person covered by this insurance must always take the keys out of the ignition and remove them completely when the Insured Vehicle is left at any time whatsoever (regardless of whether the vehicle is still within sight) and make sure that no belongings are left on display. You or any other person covered by this insurance should close all the windows and sun-roofs 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 or any other person covered by this insurance do not take 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 road worthy condition, including ensuring that the tyres are appropriate for the type of Insured Vehicle and the tread depths comply with the legal limit. (You may be asked to provide details to show the Insured Vehicle was regularly maintained and kept in good condition.)
- Not move or drive the Insured Vehicle in a way likely to affect safe driving or control or in a way which 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 practical time.

OTHER INSURANCE

If You claim for anything that is covered by another insurance, We will only pay any amount You cannot get back from the other insurance up to the limits of this Contract of Motor Insurance.

SUBROGATION

This refers and applies to any right We have to be subrogated to Your rights against some other person but You have not exercised those rights and might reasonably be expected not to exercise those rights because:

I. You and the other person are members of the same family (to be construed in accordance with the Employment Equality Act 1998) or are cohabitants (to be construed in accordance with the Civil Partnership and Certain rights and Obligations of Cohabitants Act 2010; or

II. You expressly or impliedly consented to the use, by the other person, of a motor vehicle insured under Your Policy.

   a) Where the other person is not insured in respect of their liability to You, We do not have the right to be subrogated to Your rights against that other person.

   b) Where the other person is so insured, We may not recover from the other person an amount greater than the amount that they may recover under their insurance policy.

   c) This does not apply where the conduct of the other person that gave rise to the loss was serious or wilful misconduct.

   d) If You are an employer, we will not exercise Our right of subrogation against an employee except where a loss was caused by an employee intentionally or recklessly and with knowledge that the loss would probably result.

CONTINUING RESTRICTIVE CONDITIONS

a) Anything in the Policy that imposes a continuing restrictive condition during the term of Your Policy shall be treated as a suspensive condition. This means that if any such condition is breached, Our liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it can be) and We may decline to pay a claim for any loss which occurs, or which is attributable to something which happened, during that period.

b) Paragraph (a) does not suspend Our liability for any loss where the risk of that loss was not increased by the breach.

Breach of terms not relevant to the actual loss

a) This applies to any term in the Policy that is intended to reduce the risk of a particular type of loss or reduce the risk of loss occurring at a particular time or in a particular location.

b) A breach of such a term shall only suspend Our liability in respect of that particular type of loss or loss occurring at a particular time or in a particular location, as the case may be, and shall not provide us with a defence to a claim if the breach was remedied by the time the loss or event giving rise to the loss occurred.

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POLICY UNDERWRITTEN BY ARCH INSURANCE (EU) DAC.

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