Van Insurance
Policy

Providing Own Goods cover for vans with a Gross Vehicle Weight up to 3,500 kgs

Important Information
Please read and keep safe

AVIVA

| Retirement | Investments | **Insurance** |

AVIVA

Help is just a call away,
24 hours a day,
365 days a year.

Please tear off this card, fold it over and keep it in your wallet, in case of an emergency.

Emergency numbers
Wallet Card

AVIVA

Expert help is just a phone call away

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

Help is just a call away,
24 hours a day,
365 days a year.

Please tear off this card, fold it over and keep it in your wallet, in case of an emergency.

Breakdown **Rescue**

In the event of a breakdown phone:

1800 44 88 88

or

01 612 102 113

from Northern Ireland

Accident Line

Telephone: **1800 147 147**

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

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Special notes

Important

Please let us know immediately, about any event which could lead to a claim. We are very proud of our claims service. We know that this is when you need us most and we provide a speedy and efficient service to make the process as easy as possible for you.

Our Right of Recovery

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

Accident Line

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

Breakdown Rescue

Helpline number
1 800 44 88 88 (this call is free)

or calling from Northern Ireland
01 612 102 113

For full details of our Breakdown Rescue cover, see page 28.

If your Vehicle is laid up (out of use)

Where your Vehicle is laid up in a place to which the Road Traffic Act does not apply, we will agree to a suspension of cover from the date of return of the Certificate/disc. Minimum period must exceed 4 consecutive weeks to qualify for a refund. As long as no claim or loss has arisen in the current Period of Insurance, we will refund a percentage of your premium based on the time your Vehicle is out of use. The amount we will refund will depend on what cover is maintained on your Vehicle, and the length of time your Vehicle is laid up. For example, if you leave the fire and theft cover in force, we will refund 75% of your premium, for the period of the suspended cover.

You must pay all premiums that are due to us during the period of time that the Vehicle is laid up and cover is suspended by you (including any direct debit instalment payments).

Any refund amount due will be returned once the cover is reinstated by you.

Introduction

Your Policy and Schedule

We have enclosed your Policy Schedule and Road Traffic Act Certificates of Insurance and disc separately. You should read these as one document together with your Policy. The Schedule shows your cover and any extra benefits or amendments which may apply.

You have the right to cancel your Policy in the 14 working days after:

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

whichever is later.

You need to return your Certificate and disc to us so we can cancel the Policy. We will work out the premium for the period we have been insuring you and refund the balance. If you cancel your Policy within this 14 working day period, you will not be subject to our short-period rates (please read the section 'Cancellation' for more information).

Van Policy

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

In return for your premium, we will provide the cover shown in the Schedule for accident, injury, loss or damage that happens within the geographical limits during the Period of Insurance.

The law which applies to the contract

Under European law and the law of the Republic of Ireland, you and we can choose the law which will apply to this contract. We propose that the law of the Republic of Ireland will apply. This insurance is provided by us, Aviva Insurance Ireland DAC.

Complaints Procedure

We aim to give excellent service to all our customers; however, we recognise that things may occasionally go wrong.

We will do our best to deal with your complaint as effectively and quickly as possible. If you arranged your policy through an intermediary or broker, you can direct your complaint to them or to Aviva Insurance Ireland DAC at 1800 666 555. If your complaint relates to a claim, please let us know by: Phone 1800 147 147 or email at claimcomplaints@aviva.com.

You can also write to the Aviva Ireland Complaints Team - Aviva Insurance Ireland DAC, Cherrywood Business Park, Dublin, Ireland, D18 W2P5. If you are not satisfied with our response or how we have dealt with your complaint, you may refer your complaint to:

Financial Services and Pensions Ombudsman (FSPO'), at Lincoln House, Lincoln Place,

Dublin 2, D02 VH29.

Phone: 01 567 7000

E-mail: info@fspo.ie

Website: www.fspo.ie

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

Insurance Act 1936 (Section 93)

All money which is paid or may be paid by us to you under this Policy will be paid in the Republic of Ireland.

Stamp Duties Consolidation Act 1999

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

Definitions

Throughout your Policy documentation certain words have a specific meaning wherever they appear and we have defined these below.

Vehicle
Any vehicle you have given us details of and which we describe under the heading of 'Vehicles or classes of Vehicles, the use of which is covered' in the Certificate we have given you and which is still in force.

Certificate
The current document that proves you have the motor insurance you need by law. The Certificate shows who can drive your Vehicle, what you can use it for and what Vehicles you are allowed to drive. It is proof that you can use your Vehicle on a road or in any other public place, as needed by the Road Traffic Acts. The Certificate does not show the cover you have.

Endorsement
Changes in the terms of your Policy. These are shown in your Schedule and are described in section 4 of your Policy.

Excess
The amount you will have to pay towards any claim.

Period of Insurance
The period of time covered by this Policy, as shown in the Schedule, and any further period that we agree to insure you for.

Schedule
The document which gives details of the cover you have.

We, us, our
Aviva Insurance Ireland DAC.

You, your
The Policyholder named in the Schedule.

Main driver
The person for whom the Vehicle is intended as their main vehicle and who is:

1. shown in either the proposal form or Statement of Fact as the main driver;
2. the primary driver of the Vehicle, which means the person who drives the Vehicle more often than any other person and;
3. responsible for the Vehicle insured under this policy.

Named driver
A driver who is shown in either the proposal form or the Statement of Fact as an additional named driver and is a frequent user of the Vehicle but not the Main driver.

Cooling Off Period
The 14 working days after:

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

whichever is later.

Geographical limits

We will provide insurance as set out in this Policy for events which may happen in the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man or the Channel Islands during any Period of Insurance.

Using your Vehicle abroad

If you want to use your Vehicle outside of the geographical limits, you need to tell us your dates of travel and we will send you a new Schedule. If you are travelling within the European Union (EU), you do not need to have a Green Card. If you are travelling outside of the EU, you will need a Green Card. If you do want a Green Card, we will give you one, free of charge. Please contact us at least one week before your journey.

Green Card

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

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

Insurance provided (see your Policy Schedule)

Depending on the terms, exceptions and conditions of this Policy, the following sections of this Policy will apply when cover is:

comprehensive - **1**, **2**, **3**, **4** and **5**

third party, fire and theft -	**section 1** (applies only for loss or damage to your Vehicle caused directly by fire, self-ignition, lightning, explosion, theft or attempted theft). **2**, **3(B)**, **4** and **5**
third party only -	**2**, **3(B)**, **4** and **5**

No-claim discount

For each year your Policy remains claims free with Aviva, as long as no claim(s) are made or arises under this Policy during the Period of Insurance, we will give you a discount from your Vehicle premium at the next renewal according to the table shown below.

This discount does not apply to any premium for optional covers or optional extras (such as Windscreen cover, Protected No-Claim Discount, Fatal Accident Benefit, Journey Wise, Open Driving cover). We will give you this discount for each claim-free year up to the maximum entitlement shown below. You earn the no-claim discount on each Vehicle separately if you insure more than one Vehicle with us on the Policy. You do not earn a no claim discount on a vehicle which has been covered on a Policy claims free for less than twelve months.

Number of years claim-free	Discount
One Year	5%
Two Years	15%
Three Years	25%
Four Years	35%
Five Years	50%

In the event of a claim(s) being notified to us, the no-claim discount will be removed and reduced to 0% at your next renewal; and a claim(s) adjustment may apply at your next renewal increasing your premium.

Any payment for Windscreen damage, or fire or theft claims will not affect your no-claim discount.

Where a claim is notified to us prior to the renewal date of the Policy but the renewal invitation has already been issued to you, we will reduce your no-claim discount to 0% at the subsequent renewal invitation for the following Period of Insurance.

If your renewal is due and investigations into a claim are still on-going, we may reduce your no-claim discount to 0%. Once our investigations are complete and we have confirmed that there will be no payment made by us in relation to the claim and the claim is closed, we will reinstate your no claim discount and refund any extra premium you have paid.

Please note that you cannot transfer your no-claims discount to another person or entity.

Replacement lock cover

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

1 the door locks and boot lock;

2 the ignition steering lock; and

3 the lock transmitter and central-locking interface.

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

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

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

Fire brigade charges

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

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

The most we will pay is €1,000.

General exceptions

We will not pay for the following except where it is necessary to meet the requirements of the relevant road traffic legislation.

1 Any accident, injury, loss, damage or liability which happens if any Vehicle shown in the Certificate is, at the time of the accident, being driven or used other than as allowed under the terms of the Certificate (unless the Vehicle is in the control of a motor trader to service, maintain or repair it).

2 Any liability you have under an agreement which you would not have if the agreement did not exist.

3 Any accident, injury, loss or damage (except under section 2) arising during or as a result of:

a an earthquake; or

b a riot or civil commotion (unless you can prove that the loss, damage or injury was not caused by that riot or civil commotion).

4 Loss or damage (except under section 2) directly caused by pressure waves as a result of aircraft and other flying objects travelling at or above the speed of sound.

5 a Loss or damage to any property or any indirect loss or expense (consequential loss);

b any legal liability;

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

- ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from burning nuclear fuel; or
- the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear assembly or part of it.

6 Any consequence of war, revolution or a similar event.

7 Any consequence of an act of terrorism including any action taken to control or prevent an act of terrorism.

Terrorism means an act or threat of force or violence by any person or group, whether acting alone or in connection with any organisation, whose intention is to influence any government or to place the public, or any section of the public, in fear.

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

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

b is convicted of or has a prosecution pending for an offence under the Road Traffic Acts involving alcohol or drugs

arising from the accident or the occasion giving rise to the claim.

Cyber Exclusion

9 We will not pay for the following except where it is necessary to meet the requirements of the relevant road traffic legislation

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

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

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

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

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

Sanctions exclusion

We will not pay for

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

Pollution

We will not pay for

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

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

Our liability for all compensation payable in respect of such pollution or contamination which is deemed to have occurred during the Period of Insurance shall not exceed €2,000,000 in the aggregate.

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

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

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

General conditions

Keeping to Policy conditions

1 You must keep to these conditions before we will make any payment under this Policy.

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

b You or any other person on whose behalf payment is claimed must keep to the terms and conditions of this Policy.

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

d Any person whose driving is covered by the terms of the Certificate must hold a licence to drive that Vehicle and must meet the conditions and any limits of the driving licence held or, if they have held a licence to drive that Vehicle, must not have been disqualified from holding that licence.

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

f Any learner permit holder whose driving is covered by the terms of

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

Claims

2 You or any other person we cover under paragraph 4 of the Certificate must:

a let us know immediately about any event which may give rise to a claim under this Policy with all the details we may need;

b tell us immediately if you become aware of any prosecution or inquest in connection with the event;

c not admit, deny, negotiate or settle a claim without our written permission;

d send us all documents, proof, information, reports and any letter or legal summons or similar document we may reasonably need; and

e co-operate fully with us in investigating and handling any claim.

We may do the following.

a We may take over and carry out in your name (or that of any person defined as an 'insured person' under section 2 of this Policy) (Liability to third parties) legal proceedings to defend or settle a claim, or to prosecute in your name (or the name of another person) any claim for our own benefit. We will decide how any proceedings are carried out or how any claim is settled.

b If we have to meet any legal liabilities under this insurance as a Road Traffic Act insurer, we have the right to ask you (or any other person) to repay us if you have not kept to the terms, conditions and exceptions of this Policy.

c If the law of any country in which this Policy applies, or an agreement between insurers and government (for example, The Motor Insurers' Bureau of Ireland agreement) says we must make any payment on your behalf which we would not otherwise have paid, we have the right to:

- get the amount back from you;
- get the amount back from the person who was responsible; or
- get the amount back from both of you.

Cancellation

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

If you cancel the Policy after the Cooling off Period, we will not refund any premium if you have made a claim or if one has been made against you during the current Period of Insurance. If you pay your premium by monthly instalments (direct debit) and you have made a claim, or one has been made against you, the balance of the annual premium will become payable to us upon Cancellation.
If you cancel the Policy after the Cooling Off Period and during the first year of this policy, the refund will be based on our short-period rates.

Short Period Rates	
Period for which policy cover operated in the first year	Percentage of yearly premium that could be refunded
After the Cooling Off Period but not more than 1month	70%
Not more than 2 months	60%
Not more than 3 months	50%
Not more than 4 months	40%
Not more than 5 months	30%
Not more than 6 months	20%
Not more than 7 months	10%
8 months or over	0%

We may cancel this Policy by sending 10 days' notice by post to your last known address. You will then be entitled to a refund of part of your premium.

If you wish to cancel your Policy within the Cooling Off Period, please read the section 'Your Policy and Schedule' for more information.

Mid term alterations/cancellations

4 If you make an alteration to, or cancel your Policy mid-term and this results in an adjustment in premium, we will not charge you for premium adjustments less than €20, nor will we refund you any premium amounts of less than €20.

Fraud

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

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

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

Duty to take care

6 You must take all reasonable steps to prevent accident, injury, loss or damage. While unattended, the Vehicle must not be left unlocked, or the keys to the ignition left with

or in the Vehicle, or windows or sunroof left open. You must ensure the Vehicle is kept in a roadworthy condition, which includes ensuring that the tread depth on your Vehicle tyres are within the legal limits and if required that your Vehicle has a current (CVRT) Certificate.

You must ensure the Vehicle is properly compliant with all Road Traffic legislation at all times.

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

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

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

If you do not comply with this 'Duty to take care' condition and do not take all reasonable steps to prevent accident, injury, loss or damage

1. no cover operates under this Policy; and
2. if we have to meet any legal liabilities under this insurance as a Road Traffic Act insurer, we have the right to ask you (or any other person) to repay us that outlay.

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

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

Arbitration

7 Any dispute between you and us (about our liability over a claim or the amount to be paid) must be referred (within 12 months of the dispute arising) to an arbitrator appointed jointly by you and us. If you and we cannot agree on an arbitrator, the President of the Law Society of Ireland will decide on the arbitrator and the decision of that arbitrator will be final. If you do not refer the dispute to arbitration within 12 months, we will treat the claim as abandoned.

Other insurance

8A If at the time of any claim you have another insurance Policy covering the same loss, damage or liability, we will pay only our share of the claim.

8B If at the time of any claim any other insured person (defined in section 2 – Liability to third parties) has another insurance Policy covering the same loss, damage or liability, we will not pay any part of the claim.

Information or Changes we need to know about

9 You must immediately tell us about:

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

    that has not already been advised to us;
11. any medical condition, that impairs any driver's ability to drive, that has not been advised to the National Driving Licence Service or that has not already been advised to us;

12. any changes to the current and valid driving licence, which each driver is required to hold, that prevents a driver from legally being allowed to drive in the Republic of Ireland.

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

Events we insure

Section 1 – Loss of or damage to the Vehicle

We will pay for loss of or damage to the Vehicle or any part of it or its accessories and spare parts, and loss or damage while it is being transported by sea (including loading and unloading) between any ports in the countries covered by this Policy. We may at our sole discretion:

- repair or replace the Vehicle or any part of it using a repair service of our choice; or
- pay a cash amount for the loss or damage to the Vehicle, not exceeding the amount our repair service states it would cost to repair or replace your Vehicle.

Hire-purchase or contract-hire agreement

If we know that your Vehicle is covered by a hire-purchase or contract-hire agreement, we will pay any claim to the owner described in the agreement. We will then have no further liability for the payment.

Windscreen damage

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

We may at our sole discretion:

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

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

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

Towing charges

We will pay the reasonable cost of protecting and removing your Vehicle to a repair service of our choice if, as a result of any loss or damage insured under this section, you cannot drive the Vehicle. We will also pay the reasonable cost of delivering it to you within the territories covered by this Policy after the repair, replacement, reinstatement or recovery.

In connection with a claim for loss of or damage to the Vehicle under this section we will pay the reasonable cost of storing your Vehicle up to a limit of €350 inclusive of VAT.

Authority to repair the Vehicle

You may authorise reasonable repairs to the Vehicle as long as you send us a detailed estimate of the cost immediately.

We have the right to get other estimates, or ask you to get other estimates.

Exclusions to section 1

We will not pay for:

1 loss in value, wear and tear, mechanical, electrical or electronic breakdown;

2 damage to tyres by braking, punctures, cuts or bursts;

3 loss of use;

4 loss or damage over the current market value of the Vehicle, or the value of the Vehicle shown in the Policy Schedule, whichever is less;

5 any more than our share for loss or damage if, at the time of a claim, there is any other Policy covering the loss or damage;

6 any amount over €750 for loss or damage to radio, hi-fi, car-phone or CB radio;

7 loss or damage to:
   a the drum or hopper of any concrete mixer, agitator or carrier; or
   b any machinery, pipe or hose used for loading or unloading;

   resulting from the concrete (or any similar substance) setting;

8 loss of or damage to the Vehicle where any person entitled to drive under the terms of the Certificate or any person using but not driving the Vehicle:
   a has at the time of the accident giving rise to a claim a breath blood or urine alcohol/drug level above the legal limit shown in the Road Traffic Acts and any further regulations
   or
   b is convicted of or has a prosecution pending for an offence under the Road Traffic Acts involving alcohol or drugs arising from the accident or the occasion giving rise to the claim;

9 loss of or damage to the Vehicle caused by incorrectly fuelling the Vehicle, the use of substandard or contaminated fuel, lubricants or parts;

10 any loss of or damage to the Vehicle, which does not arise from an accidental, sudden or unforeseen cause;

11 loss or damage arising from confiscation or destruction by or under order of An Garda Siochana or any public authority.

Section 2 – Liability to third parties

We will pay:

- in full the amount an insured person (or their legal personal representatives) may have to pay for being legally liable for a person's death or bodily injury; and
- Up to a limit of €2,000,000, including costs and expenses, the amount an insured (or their legal personal representatives) may have to pay for being legally liable for damage to property;

arising as a result of an accident caused by or in connection with:

a the Vehicle, including loading and unloading it;

b any trailer or Vehicle while it is being towed by the Vehicle;

c bringing a load to the Vehicle, or taking away a load from the Vehicle, by:

- the driver or attendant of the Vehicle; or
- any other person, but only for an accident caused or arising in a 'public place' (as defined in road traffic legislation).

A Definition of 'Insured Person'

For the purpose of insurance under this section the term 'Insured Person' means:

1 you;

2 any person entitled to drive under the terms of the Certificate other than a person in the motor trade driving the Vehicle for purposes of overhaul, upkeep or repair;

3 any person, with your permission, using but not driving the Vehicle for social, domestic and pleasure purposes;

4 any person, with your permission, who is in, getting into or getting out of the Vehicle;

5 the owner of the Vehicle (if you ask us);

6 the employer or business partner of any person whose business use is covered by the terms of the Certificate; and

7 any person who hires the Vehicle from you, as long as the Certificate allows 'use for hire'. We will pay only if you or your driver were negligent.

B Legal costs

We may pay the following legal costs if they relate to an incident which is covered under this section.

1 The fees of solicitors asked to represent anyone we insure at a coroner's inquest or defence in any district court.

2 The costs of defence against a charge, under sub-section 2(A) of Section 53 of the Irish Road

Traffic Act 1961, of manslaughter or causing death or serious bodily harm by dangerous driving.

3 All other legal costs and expenses which are run up in defending any claim for bodily injury or damage to property arising as the result of an accident caused by or connected to the Vehicle and for which the Insured Person may be legally liable.

You must have our written permission before we will make any payment.

C Compulsory insurance in the European Union and other countries

We will extend the insurance under this section to give the minimum cover required by law relating to compulsory insurance for Vehicles in any country which:

- is a member of the European Union; or
- has, according to the Commission of the European Union, made arrangements to meet Article 8(1) of the EC Directive on insurance of civil liabilities arising from the use of motor vehicles (number 2009/103/EC).

Protection for 'principals'

Despite what general exception 2 says, we will protect the Insured Person under section 2 against any liability you have under an agreement with any person (the 'principal') for carrying out work or services or in connection with access to any premises or road that the principal owns or occupies.

However:

- you must have made arrangements with the principal for handling and controlling all claims we may be liable for; and
- we will not be liable for damage to property belonging to, held in trust by or under the control of the principal for any amount over that needed to protect the principal against claims.

We will pay only if you or your employee were negligent.

Policy limits

If a single claim is made against more than one Insured Person, we will not pay more than the limit shown, for damage to property. We will settle claims against you first.

Exclusions to section 2

Unless we must do so under the relevant road traffic legislation, we will not pay:

1 for damage to property owned by or in the possession or control of the Insured Person;

2 for damage to property being carried on the Vehicle;

3 for death of or bodily injury to any person driving the Vehicle, or in charge of it for the purpose of driving it;

4 if the Insured Person has cover for the liability under another Policy;

5 for bodily injury to any person arising out of and in the course of that person's employment by the Insured Person;

6 for any person claiming for injury or illness caused by poisoning, or anything harmful or faulty in any food, drink, goods or treatment supplied;

7 for any claim caused by or connected with any skip bin while it is detached from the Vehicle.

Section 3 – Medical expenses and emergency treatment

We will pay:

A you for any accidental bodily injury suffered in direct connection with the Vehicle up to €130 for each person for medical expenses any occupant has to pay (including the driver of the Vehicle); and

B the cost of emergency treatment for injuries caused by or arising out of using any motor Vehicle which we cover under this Policy if liability for that treatment arises under the Road Traffic Acts.

Section 4 – Endorsements

The Endorsements in this section which are shown in your Policy Schedule will also apply.

E1 Excess — accidental damage

For each event under section 1 of the Policy, we will not pay for the first amount (shown in the Schedule as Excess) we would otherwise pay for loss or damage to the Vehicle other than by fire, self-ignition, lightning, explosion or by theft or attempted theft.

Any amount in the Schedule applies as well as any other amount (Excess) for which we are not liable under this Policy.

E3 Specified trailers

Specified trailers (see the Schedule for the cover which applies).

We will extend the cover under this Policy to the trailers described in the Schedule of the Policy while attached to your Vehicle, for the purposes of being operated or drawn, or while detached and not being used. The cover for the trailer is shown in the Schedule. We will not be liable for any loss, damage, liability or injury arising out of any event which happens while your Vehicle is pulling more trailers than is allowed by law.

E8 Anti-theft locking device — trailers

We will not pay for loss of or damage to any trailer (including a trailer that is part of an articulated Vehicle) specified in the Schedule caused by theft or attempted theft, unless the trailer is secured by an anti-theft locking device when detached and out of use. However, we will pay if the trailer is in a garage on your premises or in a locked or guarded compound elsewhere.

E11 Amended 'property damage' cover

The limit of indemnity referred to in section 2 against liability for damage to property is amended to the amount shown in the Schedule against this Endorsement number.

E23 Fatal accident benefit

If any person authorised to drive under this Policy dies due to accidental bodily injury suffered as a driver (but only as a driver) of the vehicle insured by the Policy, we will pay €26,000 to the legal personal representatives of the person who has died.

Exclusions to Endorsement E23

We will not pay for death caused by:

a suicide;

b motorcycling;

c any illness or disability that existed before the accident;

d any accident where death does not happen within six calendar months of the date of accident;

e alcohol, drug or solvent abuse; or

f having a blood or urine alcohol level above the legal limit shown in the Road Traffic Acts and any further regulations.

Conditions to Endorsement E23

1 The legal personal representatives must produce any medical certificates and any other evidence which we may need, and pay any costs involved in doing this.

2 We are entitled to ask for a post-mortem examination, which we will pay for.

3 You cannot transfer your rights to any benefit under this Endorsement to anyone else.

4 When the legal personal representatives receive any benefit we have paid, we will have no further liability.

If we pay benefit under this Endorsement, it does not affect your no claim discount.

E24 Journeywise accident cover

Under this Endorsement:

Loss of a limb means having a limb cut off or permanent loss of use of the limb at or above the wrist or ankle.

Person insured for the purposes of this Endorsement, means the person named in the Schedule as being insured.

We will pay the following benefits for the events described:

a	Death	€26,000
b	Total and permanent loss of sight in one or both eyes	€26,000
c	Loss of one or more limbs	€26,000
d	For each complete day you or they spend as an inpatient in hospital for up to 20 days	€130

We will pay benefits to any person insured who is injured:

A while in, getting into or getting out of a vehicle;

B while in, getting into or getting out of any train, bus, taxi, aircraft, boat, ship or hovercraft, but only as a fare-paying passenger; or

C while as a pedestrian involving any road vehicle, train or aircraft.

The injury must be the only cause of death, loss of sight in one or both eyes or loss of a limb of the person insured.

Notes

1 If you or any person insured dies, we will pay death benefit to the legal personal representatives.

2 The cover in this Endorsement applies worldwide.

3 If we pay benefit under this Endorsement, it does not affect your no-claim discount.

Exclusions to Endorsement E24

1 We will not pay for any person insured:

a taking part in racing, rallies, trials, speed-testing or motorcycling;

b affected (temporarily or otherwise) by alcohol, drugs or solvent abuse;

c having a breath, blood or urine alcohol level above the legal limit shown in the Road Traffic Acts and any further regulations;

d more than one of the amounts payable under the benefits a, b or c under this section in connection with the same accident; or

e who lives permanently outside the Republic of Ireland.

2 We will not pay for death or bodily injury:

a due to suicide or attempted suicide;

b caused, prolonged or made worse by any illness or disability you had before the accident; or

c which does not happen within six months of the date of the accident.

Conditions which apply when settling claims under Endorsement E24

Any person insured or their legal personal representatives must:

a let us know as soon as possible after any accident which may give rise to a claim under this Policy; and

b produce any medical Certificates and any other evidence which we may need and pay any costs involved in doing this.

We will:

a if any person insured dies, be entitled to have a post-mortem examination, which we will pay for; and

b have the right to ask any person insured to have a

medical examination, which we will pay for.

You cannot transfer your rights to any benefit under this Endorsement to anyone else.

When we have no further liability

When any person insured, or their legal personal representatives, receives any benefit we have paid, we will have no further liability under the Endorsement.

E25 Third party fire and theft while people with a provisional driving licence are driving

We will not pay for loss or damage (other than by fire, self-ignition, lightning, explosion, theft or attempted theft) while your Vehicle is being driven by or is under the direct control of any person who holds a provisional licence or learner permit. Where Endorsement E25 is shown on the Schedule Endorsement E54 does not apply.

E28 Comprehensive cover with increased Excess for specified people

Endorsement E25 and Endorsement E54 do not apply while the Vehicle is being driven by or is under the direct control of the person (or people) mentioned against this Endorsement in the Schedule. The Excess applying while this person (or people) drives is as shown in the Schedule against this Endorsement number.

E29 Optional no-claim discount step-back

If you make a single claim or one arises during any Period of Insurance, we will reduce your no-claims discount as follows:

50% to 15%

35% to 5%

25% or less to nil

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

E50 Open driving 25 to 70 years holding a full EU or full UK licence

No cover applies under the Policy while the Vehicle is being driven by or is under the direct control of:

A any person under the age of 25;

B any person over the age of 70; or

C any person who does not hold a full EU or full UK licence.

E51 Open driving 25 to 70 years holding a full EU or full UK licence and named drivers

No cover applies under the Policy while the Vehicle is being driven by or is under the direct control of:

A any person under the age of 25;

B any person over the age of 70; or

C any person who does not hold a full EU or full UK licence;

unless the person is named on the Schedule to the Policy.

E52A Optional protected no-claim discount applies

You may make up to two unlimited claims in a three-year period without losing your no-claim discount. We will not take account of claims for windscreen breakage or fire or theft for the purposes of this Endorsement. Your no-claim discount is only protected on the Policy on which this optional cover is purchased. This cover does not protect your premium from increasing in the event of a claim(s). You must pay an extra premium for this cover.

E52B Optional protected no-claim discount with step-back applies

You may make up to two unlimited claims in a three-year period without losing your no-claim discount. We will not take account of claims for windscreen breakage or fire or theft for the purposes of this Endorsement. For subsequent claims, no-claim discount step back applies (E29). Your no-claim discount is only protected on the Policy on which this optional cover is purchased. This cover does not protect your premium from increasing in the event of a claim(s). You must pay an extra premium for this cover. When you have availed of the two claims in a three-year period protection provided under this cover, you will not be eligible to apply for further protected no-claim discount for at least three years from the following renewal.

E53 Imported Vehicles

For each event where replacement parts are needed to repair your Vehicle and the parts are not available or out of stock from the manufacturers' European representatives or agents, you must pay the cost of the replacement over the price shown in the latest maker's price list.

E54 Increased Accidental damage Excess for persons holding a provisional licence or learner permit

While your Vehicle is being driven by or is under the direct control of any person who holds a provisional licence or learner permit the Excess amount shown in the Policy Schedule will be increased by an additional €250.

E57 Windscreen damage - third party fire and theft

We will pay for loss of or damage to the glass in your Vehicle's windscreen or any other Vehicle window (not including the sunroof) and any scratching on the bodywork as a result of the breaking of the windscreen or any such Vehicle window. We may at our sole discretion:

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

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

Any payment will not affect your no claim discount, and we will not ask you to pay any Excess if you claim. You must pay an extra premium for this cover.

E99 Special claims Excess for non-Disclosure of Penalty Points.

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

Section 5 – Breakdown Rescue

We will provide the benefits below in the event of the following:

Mechanical breakdown, fire, theft or attempted theft, malicious damage, punctures that need help to fix or to replace a wheel, lost keys, stolen keys and keys broken in the lock or locked in the Vehicle.

Cover applies in the 32 counties of Ireland.

We will not be liable for any expenses you run up without our approval beforehand, or for expenses you run up without dialling the Freephone number first – **1 800 44 88 88** or calling from Northern Ireland, England, Scotland or Wales **01 612 102 113.**

We are entitled to provide what we consider to be the most suitable benefit at the time you need the assistance. This is because not all options are always available to us at the time of the breakdown.

The following benefits are provided.

1 Roadside and driveway assistance

We will send a competent repairer to help you at the scene. If your Vehicle can be repaired immediately, we will provide up to one hour's free labour. You must be with the Vehicle when the repairer arrives. If you are not with the Vehicle and we cannot help you, you must pay for any help you then need.

2 Towing

In the event you cannot drive the Vehicle as a result of a mechanical breakdown, we will cover the cost of towing the Vehicle using our roadside assistance network to the closest of either:

- the nearest motor garage; or
- your own garage; up to a limit of 48 kilometres (or 30 miles) from the breakdown site.

  In the event you cannot drive your Vehicle as a result of an event we insure under 'Section 1 - loss of or damage to the Vehicle', we will only cover the reasonable costs of protecting and removing the Vehicle through our roadside assistance network to a:

- repair service of our choice. We do not cover towing where the Vehicle is more than 3,500 kilograms, when loaded.

3 Passing on messages

We will pass on all relevant messages about the breakdown on your behalf.

4 Transport and accommodation

If repairs cannot be carried out at the scene, we will organise:

- other transport; or
- accommodation.

We will not be responsible for the costs of accommodation or other transport.

5 Theft

In the event of a theft or an attempted theft of your Vehicle, the benefits listed above are not available to you unless the matter is immediately reported to the police.

Exclusions to section 5

We will not pay for the following:

1 Any liability or loss arising from any act carried out in providing the assistance service.

2 Expenses you can claim from any other source.

3 Any claim arising where the Vehicle is carrying more passengers or towing a greater weight than that it was designed for, or arising directly from unreasonable driving on an unsuitable surface.

4 Any accident or breakdown resulting from a deliberate act.

5 The costs of repairing the Vehicle, other than as described in the benefits section.

6 The costs of any parts, keys, lubricants, fluids or fuel needed to be able to drive the Vehicle again.

7 Any claim caused by fuels, oils or other flammable materials, explosives or toxins transported in the Vehicle.

8 Not following regulations relating to carrying people, animals or objects in any Vehicle and this causes the accident or contributes to an event causing the claim.

9 Expenses arising where the driver of the Vehicle is under the influence of drugs or where their blood-alcohol level is over the legal limit.

10 For any costs relating to hitch-hikers being transported in your Vehicle.

Limit of responsibility

We will not be responsible to you if we are not able to provide the services set out in this section.

We will not be responsible to you if we fail to meet any of our responsibilities as a result of:

- government control, restrictions or prohibitions;
- any other act or failure to act of any public authority (including a government), whether local, national or international;
- the failure of any supplier, agent or other person;
- labour disputes or difficulties; or
- any other event beyond our reasonable control.

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

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