Your Commercial Vehicle Insurance

Policy Document (Republic of Ireland)

RedClick

Useful telephone numbers –

Claims helpline
1800 771 800

Call this 24-hour number if you need to report a claim on your policy.

Windscreen helpline
1800 944 435
00 800 88 0 88 228
(If calling from outside the Republic of Ireland)
Check your schedule to see if you have this cover.

Call this 24-hour number to arrange for your windscreen to be repaired or replaced (refer to page 23 for terms and conditions).

RedClick

Contents

Introduction 2

Definitions 3

Your insurance cover 5

General conditions which apply to the whole policy 8

General exceptions which apply to the whole policy 13

Section 1 Loss of or damage to the insured vehicle 15

Section 2 Liability to other people 18

Section 3 Trailers 21

Section 4 Windscreen Cover 23

Section 5 Breakdown Assist 25

Customer care 29

Privacy 30

Customer conduct 30

Introduction

We, RedClick, agree to provide insurance to you, the insured named in the policy schedule, for events which happen in the Republic of Ireland, Northern Ireland or Great Britain (including the Isle of Man and Channel Islands) during any period of insurance that you have paid, or have agreed to pay, the premium. If more than one person is named as the insured, the insurance will apply to each of you.

On behalf of RedClick

Lorenzo Ioan
General Manager

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Definitions

Accessories – any items permanently attached to the vehicle which are not directly related to how it works as a vehicle and are not designed to be used independently.

Being driven – being in the charge of a person who has driven, or will drive the vehicle, even if they are not driving at the time.

Business – your occupation as described in the schedule.

Certificate of insurance – the document which is evidence that you have taken out the insurance needed by law and which shows who can drive the vehicle and the purposes of use.

Cyber Act – an unauthorised and malicious or criminal act or series of related unauthorised and 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.

Cyber Incident – any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System.

Computer System – any computer, hardware, communication system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud repository 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.

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

Driving Licence – a legal document permitting a person to drive (full licence), or to learn how to drive (learner permit), a motor vehicle within the territorial limits of the policy. The driving licence must be valid and in date for the category for the vehicle being driven and the holder of the driving licence must meet the limits and any conditions of this driving licence.

Endorsement – wording which changes the insurance cover that is in the printed policy.

Excess – the first amount, as shown in the schedule, of each claim for loss or damage.

Information Technology Event – any loss, alteration or damage to, or 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 equipment or non-computer equipment, whether the property of the policyholder or not.

Insurable Interest – the legal requirement for you as the policyholder to be able to demonstrate an economic loss where the vehicle you are insuring on this policy is lost, destroyed or damaged.

Market value – the cost of replacing the vehicle with one of the same make, model, age and condition at the time of the accident or loss.

Material Change – answers to any questions asked by us, during the quote process and during the lifetime of the policy, are deemed ‘material’ to the policy. If the position or answer, in relation to any of these questions, changes you must inform us without delay.

Period of insurance – the period shown in the schedule and any further period for which we agree to insure you. For the purpose of the no claims bonus, 'period of insurance' means one year from the beginning of the policy to first renewal date, and then each year between renewal dates.

Principal – any person who employs you to act in their place or on their behalf.

Recommended Repairer – A repairer from our approved network that we authorise to repair your vehicle.

Schedule – the document that includes your details, dates of cover, the vehicle(s) and trailer(s) covered, the excess, the policy sections and endorsement(s), if any, that are applicable. The schedule forms part of this policy.

Spouse / Partner / Cohabitant – your husband or wife or civil partner recognised in law, or your partner living at the same address as you and sharing financial responsibilities with you.

Territorial limits – Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands, or while the vehicle is being transported by sea, air or rail (including loading or unloading) between these places.

Trailer – an unpowered attachment for the carriage of goods, towed by a vehicle and described in the schedule.

Vehicle – the vehicle or vehicles described in the schedule of this policy and any vehicle:

- you have given us details of;
- we have provided a certificate of insurance for; and
- for which the insurance is still in place.
- Or any vehicle we have agreed to temporarily transfer cover to.

We, us – RedClick

You, your – the person or company named as the insured in the policy schedule.

Your insurance cover

So you understand what you are covered for, please read this document, the schedule and the certificate of insurance carefully. You should pay special attention to the general terms, exceptions, conditions and endorsements. If you have any questions, you should contact us or your insurance advisor.

Comprehensive cover – sections 1 and 2 of this policy apply.

Third-party, fire and theft cover – section 1 applies for loss of or damage to the vehicle caused directly by fire, lightning, explosion, theft or attempted theft. Section 2 of this policy also applies.

Third-party only cover – section 2 of this policy applies.

Trailer Cover – section 3 only applies if it is shown in the schedule.

Windscreen Cover – section 4 only applies if it is shown in the schedule.

Breakdown Assist – section 5 only applies if it is shown in the schedule.

The general exceptions and general conditions apply to all levels of cover.

Limits on use

The insurance only covers you if you use the vehicle in the way described in your certificate of insurance. We will not cover you for:

a. any use connected with the motor trade, unless the use is described in your certificate of insurance;
b. hiring out the vehicle for money, unless the use is described in your certificate of insurance; or
c. racing or being in any contest or speed trial.

Description of drivers

Any person shown in the certificate of insurance can drive the vehicle. Where 'any driver' is shown, please see the schedule for any restrictions.

No claims bonus

If no claim arises during the period of insurance, at the renewal date we will reduce the renewal premium in line with our no claims bonus scale applying at the renewal date. You can ask for details of the no claims bonus scale.

If a claim arises during any period of insurance, we will reduce your no claims bonus as follows.

If two or more claims arise in any period of insurance, we will reduce your no claims bonus to zero at your next renewal.

No-claims bonus	Reduced to
1 year	0 years
2 years	0 years
3 years	0 years
4 years	1 year
5 years or above	2 years

Although you can protect your no-claims bonus, your premium may still be affected by any claims we pay.

We will not reduce your no claims bonus as a result of:

- one claim for Fire or Theft in any one period of insurance;
- Windscreen claims made under Section 4 Windscreen Cover;
- claims made under Section 5 Breakdown Assistance;
- claims made under section 1 Loss of Keys;
- payments (including costs and expenses) which we later get back in full.

Any no claims bonus only applies to a vehicle (or replacement vehicle) insured for the full period of insurance.

You cannot transfer your no claims bonus to anyone else and it may only be used on one vehicle at a time.

Note: The no claims bonus scale does not apply to agricultural vehicles or special-type vehicles (for example, tractors or forklift trucks).

Introductory bonus

If we have reduced your first premium using an introductory bonus, we will remove the reduction if a claim arises during the period of insurance. We will do this when you renew the policy. At that stage you can then start to earn no claims bonuses for periods of insurance in which no claim arises.

If no claim arises during the period of insurance, the introductory bonus will apply when you next renew the policy and at every renewal date until the introductory bonus equals or is less than the no claims bonus discount which would apply. The no claims bonus you get will only take account of the period of cover we have provided under this or other motor policies in your name.

No claims bonus earned outside Ireland

We can accept no claims bonus documents from the Republic of Ireland, Northern Ireland, Great Britain, the EU, USA, Canada, Australia, and New Zealand.

If your no claims bonus has been earned outside of Ireland, we will contact the issuing insurer to confirm the document. If we cannot confirm the document through the issuing insurer, your no claims bonus discount may be removed and your premium increased. If the issuing insurer confirms the document is not valid, the policy may be cancelled.

Protected no claims bonus

If you have four or more years no claims bonus, you can pay an extra premium to protect your no claims bonus. You will keep that no claims bonus as long as no more than one claim arises during the period of insurance for which the extra premium applies.

Although you can protect your no claims bonus, your premium may still be affected by any claims we pay. This cover only applies if it is shown in the schedule.

Protected No Claims Bonus protects the number of years No Claims Bonus and the discount you are entitled to for these years, but is not a guarantee that the premium will not change.

General conditions which apply to the whole policy

These general conditions apply to all sections of the policy.

Where we refer to 'you' in these conditions, it includes your personal representative

1. We will only have to make a payment under this policy if:
   - **a.** all the answers in the proposal and declaration for this insurance are true and complete; and
   - **b.** you or any insured person meets all the terms, conditions and endorsements of this policy.
   - **c.** you have proven you have an insurable interest in the vehicle being insured.

Cancellation

2. You may cancel the policy at any time by contacting your broker.

   You have a legal obligation to return your insurance certificate and disc when cancelling an insurance policy.

   If you want to cancel within the first 14 working days of a New Business or Renewal policy, we will refund your premium for any period of insurance.

   If you cancel your policy after the first 14 working days, we will refund your premium for any period of insurance remaining, less an administration fee of €50.

3. If you pay by instalments you have agreed to pay the premium on the due date, or dates, as set out in that agreement. If you do not make a payment on time, we can cancel the policy by sending you 10 days' written notice to your last known address.

   We will refund your premium for any period of insurance remaining.

   If the amount you have paid at the cancellation date does not cover the premium, we have the right to recover the money that you owe.

   If you cancel your policy after the first 14 days, we will not refund any optional windscreen cover.

   We do not refund any amount which is less than €10.

   We will not refund any amounts less than the amount shown in your schedule of insurance. We will only refund any premium if we have received all the documents we need to carry out the alteration.

   We may choose to cancel the policy, giving you a reason, by sending you 10 days' written notice by post or email. We will refund your premium for any period of insurance remaining less any optional windscreen cover. You must return to us immediately your certificate of insurance and insurance disc to avoid any action we may take against you to recover them.

Policy changes

4. You must:

a. let us know the details of any new or replacement vehicle before you buy or change vehicles;

b. pay us any extra premium we may ask for as a result of the new or replacement vehicle; and

c. let us know if you sell, dispose or change ownership of the vehicle. All cover for the vehicle will end and you must return the certificate of insurance and insurance disc to qualify for any refund of premium which may be due.

If you do not give us, and we do not confirm full details of the vehicle, the insurance will not apply to the vehicle and we will not be responsible for any accident, injury, loss, damage or liability arising as a result of any accident caused by or in connection with that vehicle.

5. You must tell us immediately about any material change to your policy, as that change may require us to reassess your cover or move you to a more suitable policy option. Examples of material changes include;

a. the main user of the vehicle changes;

b. you or anyone covered by this policy are charged or convicted of a motoring offence or are notified of any pending prosecutions;

c. you become aware of any medical or physical condition of any driver that may affect their ability to drive;

d. you wish to use the vehicle for any use not currently included in your certificate of insurance.

This is not a full list and you should tell us about any change if you are not sure whether it is material or not.

When you tell us about a change, we may then reassess your cover. Certain changes may not be acceptable. If you do not tell us about any relevant changes, we may:

i. reject or reduce your claim; or

ii. cancel the policy from the date of the change or the last renewal date, whichever is later.

6. If the terms of your policy change in any way, we may charge an administration fee.

7. We will not refund any amounts less than €10 and we will not charge any amounts less than €10 which arise as a result of a change to the risk. We will only refund any premium if:

- we have received all the documents we need to carry out the change.

Claims

8. **a.** You must report any accident, injury, loss or damage involving the insured vehicle or any other motor vehicle which is insured under this policy to us immediately (or by the next working day). We may send you an incident investigation sheet which you must fill in and return as soon as possible.

b. In the event of loss of or damage to the vehicle as a result of theft or, attempted theft, you must immediately contact the Gardai. We will send you a theft report form, which we require to be completed by a Garda.
c. You must also write and let us know as soon as you become aware of any current or future prosecution or inquest in connection with any event for which there may be any liability under this policy.
d. You or any insured person must immediately send us any correspondence relating to any incident without answering it. You, or any other insured person must co-operate with our investigations. You must never accept responsibility or offer or promise payment without our written permission.
e. If you make a claim, we are entitled to instruct and to give information about you and your policy to other people such as suppliers, private investigators and loss adjustors.
f. You or any insured person must not do anything to harm our interests.
g. If you make a claim, we may appoint our own repairers to carry out any repair work.

9. If, at the time any claim arises under this policy, there is any other insurance covering the same accident, injury, loss, damage or liability, we will only pay our share of any loss, damage, compensation, costs or expenses.

10. If, under the law of any country, we have to make a payment which we would otherwise not have made under this policy, we may recover any payment from you or from the person who the claim was made against.

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

Duty of care

12. You or any insured person must:
a. take all reasonable steps to prevent accidents, injuries, loss or damage;
b. protect the vehicle against loss or damage;
c. give us access, at any reasonable time, to examine the vehicle;
d. not leave the vehicle unlocked while unattended, or leave the keys to the ignition (or device for the keyless entry system) with or near the vehicle while unattended; and
e. make sure the vehicle is kept in a roadworthy condition and, if necessary, has a valid NCT, CRW (Certificate of Road-worthiness) or equivalent road-worthiness certificate.

Drink and drugs

13. We will not provide cover for any accident, injury, loss, damage or liability if:
a. you or any insured person is driving while unfit to do so due to alcohol or drugs; or
b. you or any insured person is driving after drinking alcohol and, three hours after the accident, the amount of alcohol in the breath, blood or urine of the person driving is above the legal limit for driving; or
c. as a result of the accident you or any insured person is convicted of or has a prosecution pending for an offence involving alcohol or drugs.

If an accident happens under any of the above, then:

i. the cover provided in section 1 of the policy for loss of or damage to the insured vehicle will not apply;

ii. you or any person driving must repay all the amounts we have paid to cover any claims arising from the accident; and

iii. we may cancel your policy

Fraud and Misrepresentation

14. You and anyone else acting for you or insured under this policy may lose all rights or partial rights under the policy:

a. provide fraudulent or misrepresentative information (for example, an incorrect address, no claims discount, date of birth, licence, and so on) when applying for, renewing or amending a policy;

b. make or attempt to make a fraudulent claim or exaggerate a claim;

c. provide information to support a claim that is not true and complete;

d. provide false or stolen documents;

e. deliberately fail to tell us of some or all facts relating to a policy or claim;or

f. make a claim for loss or damage caused by your or their deliberate or criminal act or omission or with your knowledge or involvement.

g. If, after a claim has been made under this policy, you become aware of information that would either support or impact the validity of that claim you must disclose such information to us.

We may also attempt to obtain a prosecution against you or any person acting for you or insured under this policy. If you provide fraudulent or misleading information, exaggerate a claim or provide false or stolen documents, we may also tell An Garda Siochana, other law-enforcement agencies, other companies in the Generali Group, other insurers and their agents, credit-reference agencies, fraud-prevention agencies, government agencies, regulatory authorities and other organisations concerned with fraud.

Rights of Recovery

15. If the law requires us to pay a claim which would not otherwise have been covered by your policy, we reserve the right to recover that amount from you or the person on whose behalf we made the payment.

Choice of law

16. You and we may choose which law applies to this contract. Unless we agree with you otherwise, this insurance is governed by Irish law.

Vehicle laid up

17. If the vehicle is laid up (off the road and out of use), we may suspend the insurance under section 2 of this policy as long as you have returned the certificate of insurance and insurance disc.

We will refund up to 70% of your premium, for the period when insurance under section 2 is suspended, as long as cover is suspended for at least 28 days in a row.

We do not refund any premium which is less than €30.

During any period where we have suspended the insurance, we will still insure the vehicle against loss or damage in line with the insurance cover provided under section 1.

Suspending cover

18. We may suspend all cover provided by this policy as long as you have returned the certificate of insurance and insurance disc.

We will refund your premium, for the period when the insurance is suspended, as long as cover is suspended for at least 28 days in a row.

We do not refund any premium which is less than €30.

The 'vehicle laid up' and 'suspending cover' options can only apply within the current period of insurance. At the renewal date, the policy will automatically come into force again. If you pay by direct debit, we will continue to collect these instalments during the period the vehicle is laid up or cover is suspended. At the end of the suspension or laid up period, any rebate due to you will be applied against the remaining direct debit instalments, with any surplus amount being refunded by cheque.

If you paid your premium in full, any rebate due to you at the end of the suspension or laid up period will be refunded to you by cheque.

Currency

19. All money paid under this policy will be paid in euros.

Language

20. Your policy and all communications between you and us will be in English.

General exceptions which apply to the whole policy

These general exceptions apply to all sections of this policy.

We will not provide cover for any of the following.

1. Any accident, injury, loss, damage or liability if the vehicle is being driven or used for a purpose not described in the certificate of insurance.
2. We will not provide cover if the insured person is entitled to claim or is covered under any other policy.
3. We will not cover the driver unless;
   - **a.** they hold a valid licence to drive the vehicle; and
   - **b.** they meet the conditions and any limits of their driving licence.
   - **c.** Drivers with Learner permits must be accompanied by a Fully licensed driver at all times.
4. Any liability an insured person has under an agreement which they would not have had if the agreement did not exist.
5. Loss, damage or liability:
   - **a.** directly caused by pressure waves from aircraft and other flying objects travelling at or above the speed of sound;
   - **b.** caused by an earthquake or underground fire;
   - **c.** caused by pollution or contamination, unless it is caused by a sudden, identifiable, unexpected and accidental incident which happens during the period of insurance;
   - **d.** if you have an accident while your vehicle, including its load, is being driven when it is not fit and safe to do so;
   - **e.** if your vehicle is overloaded with passengers or goods; or
   - **f.** caused by using the vehicle in or on any area where aircraft normally land, take off, move or park including any associated service refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangars.
   - **g.** resulting from using the vehicle at any event during which the vehicle maybe driven on a motor racing track, derestricted toll road (with no speed limit) or at any off-road event.
   - **h.** arising out of the deliberate use of the insured vehicle to;
     - cause damage to other vehicles or property, and/or
     - cause injury to any person and/or put any person in fear of injury.
6. We will not cover any loss, damage or legal liability directly or indirectly caused by:
   - **a.** ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
   - **b.** the radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or any part of it; or
   - **c.** carrying hazardous goods, unless we have agreed to cover this use in writing.

7. We will not cover any loss or damage or legal liability caused directly or indirectly by war, riot, revolution, any act of terrorism or any similar event, other than where we must provide cover under the relevant road traffic legislation.

Terrorism is defined as any act, or the use or threat of force, including but not limited to:

a. threat of or actual endangerment of the life of a person(s);
b. threat of or actual serious violence against any person(s);
c. threat of or actual damage to any form of property;
d. creating a serious risk to the health and safety of the public;

which is committed by any person(s) for political, religious or ideological purposes to influence any government or to intimidate, bully, pressurise or to put any member of the public in fear.

8. Any damage resulting from a deliberate act committed by you or any person insured under the policy.

9. Cyber Risk: Failure of computers and electrical equipment, information technology hazards and cyber risks

(i) Any loss or damage caused directly or indirectly from:

a. any personal and business computer, other electrical equipment, part or program failing to correctly recognise any date as its true calendar date; or
b. computer viruses; or
c. an information technology event.

(ii) Any direct or indirect loss, damage, liability, claim, cost or expense of whatsoever nature, including but not limited to any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any computer data and any amount pertaining to the value of such computer data, caused solely by a cyber act and / or a cyber incident.

Section 1 Loss of or damage to the insured vehicle

This section covers loss of or damage to the vehicle(s) or its accessories and spare parts while they are in or on the vehicle(s).

We will choose whether to repair or replace the vehicle(s) or any part of it or its accessories and spare parts, or pay cash to cover the amount of the loss or damage. The most we will pay will be the market value of the vehicle immediately before the loss or damage happened, but not more than the value as shown in the schedule.

If your vehicle is three years old or more, or if it has been imported, we may decide to repair it with parts which have not been made by your vehicle's manufacturer, but are of a similar standard.

You must let us know immediately about any incident involving loss or damage to the vehicle. You must not pay or agree to pay any expenses to repair any damage without getting our authority beforehand. (See general condition 7.)

If the vehicle belongs to someone other than you or is under a hire-purchase or leasing agreement, we may pay the legal owner for any loss or damage. We will then have no further liability for the loss or damage.

Radio, audio and navigation equipment

For loss of or damage to radio-receiving or transmitting equipment, audio equipment or electronic navigation equipment permanently fixed to the vehicle, the most we will pay is:

a. 5% of the value of the vehicle before the accident happened; or
b. €635; whichever is lower.

The policy does not cover loss of or damage to mobile phones and their accessories or spare parts.

Charging Cables

We will cover loss or damage to your electric car charging cable, up to a limit of €500, we will not reduce your no-claims bonus for one (1) claim of this kind in any one period of insurance.

Total loss claims

A total loss is where the vehicle is no longer economical to repair, cannot be repaired or has been stolen and not found. If the vehicle is a total loss as a result of damage covered under this policy, we will pay the market value of the vehicle immediately before the loss or damage happened. The market value of the vehicle will be based on our engineer's assessment with reference to industry guides. The most we will pay will be the value of the vehicle shown in the schedule.

Accident recovery

We will also pay the reasonable cost of protecting the vehicle and moving it to the nearest repairer if, as a result of any loss or damage insured under this section, the vehicle cannot be driven. We will pay for storage of the vehicle following loss or damage under this section up to a maximum cost of €350. We will pay the reasonable cost of delivering it to you after the repair. However, we will not pay more than the reasonable cost of transporting it to your address, as shown in the schedule.

Loss of keys

If the vehicle keys or lock transmitter of the vehicle are lost or stolen, we will pay the cost of replacing:

a. the door and boot locks
b. the ignition and steering lock; and
c. the lock transmitter

The most we will pay is €850 in any one period of insurance. Please note that this cover is subject to an excess which is displayed in your Schedule. A claim under this section will not affect your no-claims discount.

Fire brigade charges

We will pay for local-authority charges (in line with the Fire Services Act 1981) for putting out a fire in your vehicle if the fire gives rise to a valid claim under the policy, or for removing the driver or passengers from your vehicle using cutting equipment. The most we will pay is €2,200.

Personal accident – *comprehensive cover only*

We will pay you (the policyholder) or your legal representative €6,500 if you are accidentally injured while travelling in or getting into or out of the vehicle and within the following three months this injury alone results in:

a. death;
b. permanent loss of sight in one or both eyes; or
c. loss of one or more limbs.

The most we will pay in any one period of insurance is €6,500.

We will not pay this benefit for:

a. any injury or death resulting from suicide or attempted suicide; or
b. anyone who is driving while unfit to do so due to alcohol or drugs at the time of the accident.

Medical expenses – *comprehensive cover only*

We will pay for medical expenses up to €135 for each person injured if the vehicle is involved in an accident as long as there is no cover in force under another motor insurance policy.

Exceptions to section 1

We will not pay for:

1. loss of value, depreciation, wear and tear, mechanical, electrical, electronic, computer or computer software failure or breakdown;
2. damage to tyres caused by using the brakes or by road punctures, cuts or bursts;
3. loss of use or other indirect loss such as loss of earnings or travel costs;
4. damage to the vehicle or its accessories and spare parts caused by the contents or goods carried in or on it;
5. loss of or damage to personal belongings;
6. loss or damage as a result of deception or fraud;
7. loss or damage as a result of theft or attempted theft if the vehicle is left unlocked or if the keys to the ignition (or device for the keyless entry system) is left in or near your vehicle while it is unattended;
8. loss or damage to the vehicle if it is taken or driven without your permission by a member of your family, anyone who normally lives with you or an invited guest of the home, unless they are prosecuted for taking the vehicle without your permission and you must assist fully with the prosecuting authorities;
9. any part of a repair or replacement which improves your vehicle beyond its condition before the loss or damage took place;
10. loss or damage as a result of the vehicle being filled with the wrong or contaminated fuel or other substance;
11. loss or damage by any driver who has been disqualified from driving or has failed to give details of penalty points or motoring convictions (if any);
12. loss or damage due to any government, public or local authority legally taking, keeping or destroying your vehicle;
13. the first amounts, as shown in the schedule, of each claim (the excess);
14. loss or damage to the vehicle if it does not hold a valid NCT, CRW (Certificate of Road-worthiness) or equivalent road-worthiness Certificate at the time of loss;
15. loss or damage by any learner permit driver who is not accompanied by a full driving licence holder in accordance with the Road Traffic Acts and any other regulations which apply to such learner permit holders while driving;
16. the cost of parts or the cost of importing parts or accessories for your vehicle from outside the European Union. For all non-European or imported vehicles we will only pay the cost of parts available for a similar standard European model readily available in the Republic of Ireland market.
17. loss or damage to the vehicle due to the solidification of the contents carried;
18. VAT (Value Added Tax) if you are VAT registered;
19. loss of or damage to the contents being carried in or on the vehicle;
20. loss or damage caused by vermin or rodents.

Section 2 Liability to other people

Definition of 'insured person'

For the purpose of insurance under this section, an 'insured person' includes any one of the following.

1. You, the policyholder.
2. Any person driving the vehicle who is entitled to do so under your current certificate of insurance (other than any person in the motor trade driving the vehicle for the purpose of repairing or maintaining it).
3. Your employer or business partner as long as the business use is allowed under the terms of the certificate of insurance. This applies as long as the vehicle does not belong to that person and is not hired or leased by or to them.
4. Any person using (but not driving) the vehicle with your permission for social, domestic and pleasure purposes.
5. Any person travelling in, or getting into or out of the vehicle.
6. The personal representative of any of the people named above (following the person's death) but only for the liability of the person who has died.

We will insure the insured person against legal liability for damages (including the related costs and expenses) for death or bodily injury to any person and damage to property arising as a result of an accident by or in connection with the vehicle. (This includes loading and unloading the vehicle.)

We will not pay more than €1,300,000 for damage to property arising from any one claim or a number of claims arising out of one cause, unless we have agreed otherwise in writing.

Legal costs

We will pay for the following legal costs related to an event which is covered by this section.

a. Fees for a solicitor we appoint to represent you at a coroner's inquest or fatal accident enquiry.

b. Fees for legal representatives that we ask to defend you against a charge of manslaughter or causing death by careless or dangerous driving if we decide there is a reasonable chance of success.

Emergency treatment

We will pay for emergency treatment fees as set out in the Road Traffic Act, following an accident involving any vehicle which we provide cover for.

Foreign use

As well as providing cover in the territorial limits, we will also provide the minimum cover you need by law to use your vehicle in:

a. any country which is a member of the European Union; and

b. any other country which has made arrangements to meet the requirements of the Commission of European Union.

If you want to extend this cover to your full policy cover, or if you want to travel to any other country, you must:

a. ask us to provide cover before the date you leave;
b. tell us the date you will be leaving, and the date you will be returning;
c. tell us which countries you are visiting; and
d. pay any extra premium necessary.

Certain requests may not be acceptable.

Indemnity to principals

We will extend the cover provided by this section to any public or local authority or other principal, where the vehicle is being used in connection with contract work on behalf of a principal, for the negligence of the insured or any other insured person.

We will only do this if:

a. they are not covered under any other policy; and
b. they keep to the terms, conditions and endorsements of this policy as far as they can apply.

Exceptions to section 2

1. We will not cover loss of or damage to:
   a. property owned by or in the charge of you or any insured person;
   b. any vehicle or trailer which we provide cover for under this section or any property carried in or on the vehicle or trailer; or
   c. any motor vehicle which cannot be driven and is attached to a vehicle covered by this policy or any property carried in or on that motor vehicle.
2. We will not provide cover if the insured person is entitled to claim a payment or has cover under any other policy.
3. We will not cover any loss, damage or liability arising while the vehicle or trailer or attachment of the vehicle:
   a. is being used as a tool of the trade or
   b. is not on a public road and is in the process of being loaded or unloaded by any person other than the driver or attendant of the vehicle.
   c. is being used for the preparation and sale of food or beverages from, in or on the vehicle, trailer or attachment, unless we have agreed otherwise in writing.
4. We will not cover 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.
5. We will not cover any loss damage or liability arising from the wrongful delivery of any load or part thereof or any defect in the load or part thereof.
6. We will not cover death or injury to any person which arises out of the course of their employment, except where it must be covered under the Road Traffic Act.
7. Except to the extent required by the Road Traffic Acts, this policy does not cover death or bodily injury to any person while being carried in or on any trailer or semi-trailer or caravan or vehicle being towed.

8. This policy does not cover any liability for fines, penalties, punitive or exemplary damages.
9. We will not cover Death or Bodily injury to any person driving or in charge of the vehicle.

Section 3 Trailers

Loss of or damage to the trailer

We will extend the cover provided by section 1 to pay for loss of or damage to any trailer, to the level of cover shown in the schedule.

The most we will pay for the loss or damage will be the market value of the trailer immediately before the loss or damage happened, however we will not pay more than the value of the trailer as shown in the schedule.

We will not pay for loss or damage to:

a. any trailer being towed other than in accordance with the Road Traffic Act(s) or other relevant legislation;

b. any detached trailer, unless:
- it is on premises you own or occupy, or secured in a locked garage or compound; or
- it is kept close to the vehicle;

c. any property being carried in or on the trailer;

d. any trailer that is not specified, unless the schedule shows that unspecified trailers are insured and they are in your possession and control.

e. any trailer resulting from its sinking, slipping, toppling or overturning at any site where the insured vehicle or trailer is located for the purpose of work, where such trailer has a hydraulic tipper mechanism unless we agree to do so in writing.

f. the first amounts of each claim, as shown in the schedule for the vehicle to which the trailer is attached to or detached from.

Specified Trailers

We will extend the cover provided by Section 2 to indemnify the insured from liability arising out of the use of any trailer, the details of which have been notified to us, while it is attached to an insured vehicle or while detached under the following circumstances:

a. the trailer remains at all times in your care custody and control.

b. out of use but remaining at your premises.

Unspecified Trailers

We will extend the cover provided by Section 2 to indemnify the insured from liability arising out of the use of any trailer attached to the insured vehicle or while detached under the following circumstances:

a. the trailer remains at all times in your care custody and control.

b. out of use but remaining at your premises.

Exceptions to Unspecified Trailers:

a. No cover other than that afforded to the insured vehicle shall apply to any trailer attached to the vehicle.

b. No cover shall apply where such trailer is attached to any vehicle which is not covered under this policy.

c. No cover applies whilst the trailer is detached unless temporarily detached from the vehicle during the course of a journey.

The indemnity provided under this Section shall apply to any Trailer which is the property of, or hired under a hire purchase agreement to or leased under a vehicle leasing agreement to, the Insured whilst detached from the Insured vehicle in so far as it is necessary to meet the requirements of the Road Traffic Acts.

Section 4 Windscreen Cover

This section only applies to the vehicle(s) shown in the schedule indicating that windscreen cover is applicable.

We will pay the cost of repairing or the cost (less the excess) of replacing damaged or broken glass in the windscreen or windows of the Goods Carrying Commercial vehicle(s) noted on the policy schedule,

a. as long as there has not been any other loss or damage.
b. the gross vehicle weight of the vehicle is less than 3.5 tonne and/or carrying capacity is less than 2 tonne.

Claims under this section will not affect your no claims bonus.

Where an excess applies to your claim we will require payment of the excess by credit / debit card before the windscreen replacement will be carried out.

If you need your windscreen repaired or replaced, you should call our approved windscreen specialists on 1800 944 435. We will only carry out a repair if it is safe to do so. The decision on the safest option will be made by the glass technician. If glass needs to be replaced, our windscreen vendor will decide on the source of the replacement glass and will fit glass of no lesser quality to that already in the vehicle.

You must give the policy number when calling for assistance. If your policy cover can't be confirmed on the call and/or if an excess applies, your credit / debit card details will be required.

If there are any delays in obtaining replacement glass from the distributor, our approved windscreen specialists will carry out a temporary repair or replacement to safely protect the vehicle while we await the replacement glass.

We will need to confirm all claims before any repair or replacement work is carried out.

If You are registered for VAT, then You are liable for the VAT element of the repair/ replacement cost of the windscreen.

Exceptions to Section 4

We will not pay for:

1. the excess shown in the schedule (the windscreen excess) – this excess will not apply if the glass is repaired and not replaced
2. any amount over €150 (less the excess) for replacement or €50 for repair work if the work is not carried out by our approved windscreen specialists;
3. any more than two claims per vehicle under this section during the period of insurance;
4. more than €750 in total for replacing damaged or broken glass in the windscreen or windows in any period of insurance
5. damaged or broken glass in sunroofs, canopies, panoramic roofs or panoramic windscreens or any bespoke glass fittings;
6. damaged or broken glass to vehicles that are temporarily covered;
7. damage caused by wear and tear or negligence;

8. damage to broken glass in any vehicle covered under the policy where the gross vehicle weight exceeds 3,500 kg or the vehicle is not a Goods Carrying Commercial Vehicle;
9. the cost of importing glass or parts or the cost of importing glass or parts or accessories for your vehicle from outside the European Union. For all non-European or imported vehicles we will only pay the cost of glass or parts available for a similar standard European model readily available in the ROI market;
10. any loss of use or other indirect loss such as loss of earnings or travel costs.

Section 5 Breakdown Assistance

Using this breakdown assistance will not affect your no-claims bonus.

Definitions

For the purpose of this section, the following definitions apply as well as those on pages 3 and 4.

You, your – any person driving the vehicle who is driving with the policyholder's permission

Passengers – all non-fare-paying passengers (not including hitch-hikers) in the vehicle at the time you need assistance.

Labour – the cost of the call-out and up to one hour's labour charged by the repairer we instruct, as long as the repair is carried out at the scene and not at the repairer's premises. A repair may only be carried out at the scene if the vehicle is in a safe position to do the repair.

Breakdown – mechanical breakdown, flat battery, fire, attempted theft, malicious damage, punctures, lost keys, stolen keys, keys broken in the lock or locked in the vehicle.

Vehicle – The vehicle described in the Schedule of this policy, designed for the carriage of goods, with a total maximum laden weight of 3,500kg and be no larger than 7 metres long, 3 metres high and 2.25 metres wide.

Recovery Provider – Any representative of ours whom we appoint to assist you.

Territorial Limit – The Republic of Ireland and Northern Ireland.

The Light Commercial Vehicle Breakdown Assistance provided under this policy applies to private vehicles up to and including a gross vehicle weight of 3500kg, which can be driven with a Private Car or Category B driver's licence.

RedClick Vehicle Breakdown Assistance is a 24-hour emergency breakdown and accident recovery service. It is there to assist you in your time of need. The choice of assistance supplied depends on the options available to us at the time of the request for assistance.

24-hour breakdown assistance helpline
091 560 636
00353 91 560636
(Northern Ireland)

Please have the following information available when you call:
(1) your exact location
(2) the registration number of the insured vehicle
(3) your policy number
(4) a telephone number where you can be contacted
(5) a description of the problem

Benefits

In the event of the insured vehicle being immobilised as a result of an accident, mechanical or electrical breakdown, fire, theft, or any attempted theft, malicious damage, punctures, lost keys, stolen keys, or keys broken in the lock or locked in the vehicle, occurring within the territorial limits, we will arrange and pay for the following benefits:

1. We will provide up to one hour's free labour either at the roadside, your home or place of work if the insured vehicle can be repaired onsite. You or an insured driver must be with the insured vehicle when the repairer arrives to avail of the benefits under this cover.
2. If the insured vehicle has broken down at home or away from home and cannot be repaired onsite, we will pay the cost of towing the insured vehicle (excluding trailers) to the nearest garage capable of repairing the vehicle or your own garage, whichever is closer, but not exceeding 50km from the breakdown site.

Completion of your journey within Ireland and Northern Ireland

If repairs cannot be carried out at the roadside, MAWDY will at your request, or the request of your passengers, assist you to make arrangements for accommodation and alternative transport. This will be at your own expense.

Message relay

MAWDY will pass on two urgent messages for you.

Conditions to section 5

1. No benefit shall be payable unless we have been notified and have authorised assistance after being notified through the RedClick Vehicle Breakdown Assistance phone line 091 560 636.
2. Territorial limits of cover: Republic of Ireland and Northern Ireland.
3. The policy number must be quoted when calling for assistance.
4. Vehicles eligible for assistance will be private vehicles up to and including a gross vehicle weight of 3500kg, which can be driven with a Private Car or Category B driver's licence.
5. You must be with the insured vehicle when the repairer arrives. If you are not with the vehicle and our repairer cannot assist, any subsequent assistance will be at your own cost.
6. We may refuse assistance in circumstances where:
   - **a.** a driver appears intoxicated;
   - **b.** the insured vehicle is inaccessible or in an off-road location;
   - **c.** the insured vehicle cannot be transported safely or legally without hindrance using a standard car transporter and equipment;
   - **d.** the insured vehicle is not being used in accordance with the use set out in the RedClick policy;
   - **e.** the insured vehicle is modified or customised so that it cannot be recovered, for example changes to the wheel arches, wheel or tyre sizes, front and rear bumper height, and original ride height.

7. If we have to make a forced entry to the insured vehicle because you are locked out, you must sign a declaration, which confirms that we are not responsible for any damage.
8. The insured vehicle must at all times be maintained in a good mechanical order and roadworthy condition and be regularly serviced.
9. We will not be responsible to provide you with the services outlined under 'Completion of your journey within Ireland and Northern Ireland' if we are unable to do so as a result of the commercial conditions imposed by vehicle hire companies. For example, requiring the driver to provide a full licence free of endorsements, a credit card deposit, or the requirements to return a hire vehicle to a pick-up point.
10. We cannot accept responsibility for the care or transportation of any goods carried (including pet animals or livestock) within the insured vehicle.
11. We will not arrange for or incur any additional cost to transport goods, pets or any other animals carried in the insured vehicle. It will be your responsibility to arrange and pay for alternative transport for goods, pets, or any animals if the insured vehicle has to be towed.
12. In the event of the insured vehicle being taken to a location of your choice, no further recovery arising from the same breakdown will be provided.
13. If you cancel a breakdown assistance call-out, you are not eligible for another call-out for that same assistance.
14. We will always use best endeavours to recover the insured vehicle. The insured vehicle must not be fitted with modifications beyond the original manufacturer's specifications which could impede the recovery.
15. You are eligible for a maximum of 3 breakdown assists, per registered vehicle, during the period of insurance.

Exceptions to section 5

We will NOT pay for:

1. any consequential loss arising from using the assistance services (consequential loss is an additional loss caused by a Recovery Provider assisting or failing to assist you);
2. expenses, which are recoverable from any other source;
3. recurring breakdown assistance requests due to the same cause where a permanent professional repair has not been undertaken to correct the fault;
4. any breakdown assistance requests arising where the insured vehicle is carrying more passengers or towing a greater weight than that for which it was designed as stated in the manufacturer's specifications;
5. any breakdown assistance requests arising directly out of the unreasonable driving of the insured vehicle on unsuitable terrain;
6. any vehicle designed as a tool of trade, non-registered or registered as a work vehicle;
7. any accident or breakdown brought about by an avoidable or wilful or deliberate act committed by you;
8. the cost of repairing the insured vehicle other than outlined in the benefits above;
9. the cost of any parts, tyres, keys, lubricants, fluids, fuel or EV electrical charge;
10. any breakdown assistance requests caused by fuels, mineral essences or other flammable materials, explosives or toxins transported by the insured vehicle;

11. failing to provide any of the benefits outlined in this Section for reasons beyond our reasonable control, including (but not limited to) your assistance during a natural catastrophe, or us being unable to reach you because roads have been closed;

12. any winching costs or specialist equipment. For example, any vehicle or equipment (other than a standard recovery vehicle) which is required to move an insured vehicle which has left the road or is overturned or without wheels, would be considered specialist equipment. Once the insured vehicle has been removed to a suitable location, normal service will be provided;

13. loss or damage to the contents of the insured vehicle;

14. recovering an insured vehicle carrying commercial loads. It is the responsibility of the driver to arrange for alternative transport for the commercial load if the vehicle has to be towed;

15. recovery of trailers or any attachments to the insured vehicle;

16. breakdown assistance requests if you knowingly provide false or misleading information;

17. any breach of this section of the policy or failure on our part to perform any obligation as a result of:

- **a.** acts of god
- **b.** government control, restrictions or prohibitions, or any other act or omission of any public authority (including government) whether local, national or international, or the default of any supplier, agent or other person
- **c.** labour disputes or difficulties (whether or not within the company)
- **d.** any other cause whatsoever where such cause is beyond our reasonable control.

Customer care

We are committed to providing all our customers with a high standard of service at all times. We realise that things can go wrong and there may be times when you feel our service has let you down. As a valued customer, you have the right to complain.

1. Please contact our staff first to see if we can resolve any concerns you may have. Phone 1800 891 890.
2. If you are not happy with our response, you can send your concerns in writing to our Customer Service Manager at:
   RedClick,
   5 Town Hall Place,
   Farnham Street,
   Cavan, Co. Cavan,
   Ireland, H12V9F5

   E-mail: feedback@redclick.ie
3. We will write to you to let you know we have received your complaint.
4. Our staff will try to resolve your complaint immediately. If this is not possible, we promise to acknowledge your complaint within 5 business days of receiving it. In the unlikely event that we have not resolved your complaint within 20 business days of receiving it, we will write and let you know why and what further action we will take.
5. If you are not satisfied with our decision or if we haven't given you a decision after 40 business days, you have the right to refer your complaint to the Insurance Ombudsman at:

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

   Tel: (01) 567 7000
   Email: info@fspo.ie Website: www.fspo.ie

   We value feedback and welcome it as an opportunity to improve our service.

   Alternatively, any dispute between you and us about our liability for a claim or the amount to be paid, where the amount of the claim is €5,000 or more, must be referred within 12 months of the dispute arising, to an arbitrator appointed jointly by you and us. If we cannot agree on an arbitrator, the president of the Law Society of Ireland will appoint an arbitrator. If you do not refer such a dispute to arbitration within 12 calendar months of the dispute arising, the claim shall be deemed to have been abandoned.

Insurance Act 1936

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

Stamp Duties Consolidation Act 1999

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

Privacy

Generali España de Seguros y Reaseguros, S.A., acting through its Irish Branch (trading in Ireland as 'RedClick'), is the data controller of your personal data, which will be processed in order to provide our insurance services to you, as well as to comply with our legal obligations. In addition, where you have told us that you are happy to receive marketing information from us, we will process your personal data in order to send you marketing communications about RedClick's products. You may exercise your rights to access, rectify, erase, restrict, object to the processing of your data or revoke your consent, among other data protection rights, by sending an email to DataProtectionOfficer@redclick.ie. You can find more information on the processing of your personal data, as well as regarding data recipients in our Customer Data Privacy Notice, which you may either request by email to DataProtectionOfficer@redclick.ie or find in our website.

Breakdown Assistance is administered by MAPFRE ASISTENCIA Compañía Internacional de Seguros y Reaseguros, S.A., trading as 'MAWDY'. For information on how MAWDY use and share your data, please visit www.mawdy.ie/PN.pdf

Customer conduct

Our staff members come to work to provide great customer service, to listen to concerns and treat all customers fairly and with courtesy. We also expect our staff members to be treated with respect and therefore will not tolerate unreasonable, abusive or threatening behaviour.

Unreasonable conduct can include:

- Threats of violence, abuse of staff members, rude, offensive or aggressive conduct;
- Unreasonable persistence;
- Unreasonable demands;
- Unreasonable lack of co-operation;
- Unwillingness to comply with RedClick procedures.

Staff members who directly experience unreasonable behaviour may deal with the behaviour at the time of the incident in a manner they consider appropriate which may include politely terminating a conversation. These decisions will only be made in exceptional circumstances and where all reasonable efforts have been made to find an alternative solution.

If the unreasonable behaviour continues, we may regretfully have to take action to restrict unnecessary contact. The decision to restrict contact will only normally be taken after we have reviewed the service given by to the customer. Any restrictions put in place will be appropriate and proportionate.

In the event of an accident

- Contact our 24 Hour Claims Helpline on 1800 771 800.
- Obtain contact details and insurance particulars for other parties involved and the names and addresses of any witnesses to the incident.
- To protect your legal rights, liability should never be admitted at any stage.
- Report all incidents to the Gardai immediately.

Our commitment to you

- We understand that this can be a distressing time for you.
- Our priority, following your loss, is to ensure your claim's experience is fair, efficient, prompt and transparent.
- We will immediately appoint a dedicated person to manage all aspects of your claim at no cost to you.

RedClick,
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Cavan, Co. Cavan,
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Tel: 1800 89 1890 (ROI)
00 353 49 432 4000 (Int)

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