



Motor Insurance Policy

**FOR PRIVATE MOTOR AND
LIGHT COMMERCIAL VEHICLES**

**This policy is arranged and administered by
KennCo Underwriting Ltd,
Suite 7
Grange Road
Office Park,
Rathfarnham
Dublin 16.**

**Contact details: Tel: (01) 499 4600 Fax: (01) 495 4627
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Please note that *your Contract with us* and from which *your Policy* has been prepared is based upon the information on the *Proposal Form/Statement of Fact*. *Your contract* is made up of the *Proposal Form/Statement of Fact*, this booklet, the *Schedule* and the *Certificate of Motor Insurance* and *Insurance Disc*. *You* should carefully read these documents and contact *your Broker* if any of the information is incorrect or if *you* have any queries. It is advisable to keep all insurance documents in a safe place for future reference.

07/12

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Important Information

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

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

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

Cooling-off Period – Right to Cancel

You, the *consumer, have the right to cancel this *Policy* within 14 days of the inception date or the date you receive these *Policy* documents without penalty and without giving any reason.

To do this, you must advise us (or your insurance broker) and return the *Certificate of Motor Insurance* and Insurance Disc.

If you choose to cancel this *Policy* during the “cooling-off period”, you will have to pay a proportional amount of premium for the period of time you had insurance cover, provided no claim has occurred since the inception or renewal date.

In the event of an accident, incident or claim being reported to us within the “cooling-off period” (or afterwards) we reserve the right to retain the premium in full or to demand the premium in full. Should an incident or claim be reported to us after the “cooling-off period” we reserve the right to reclaim any premium we had already returned to you.

* In accordance with the Distance Marketing Directive (Directive 2002/65/EC), a consumer is a natural person acting for purposes outside his/her trade, business or profession.

DATA PROTECTION NOTICE

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

Preventing and detecting fraud claims history

In order to prevent and detect insurance-related fraud, we may do the following at any time

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

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

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

CLAIMS SERVICE

What to do in the event of an Accident:

If *you* have been involved in a motor accident and / or need to make a claim call *us* or *your* Insurance Broker immediately.

Our claims service is operational from **Monday to Friday 09:00am – 17:30pm (01) 4994600**) though outside normal business hours *you* can avail of **our 24 hour Accident Assistant Service (Ph 01-2735120)**

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

If *you* are claiming against another Insurer for *your* motor damage, *we* can provide *you* with advice on how to make *your* claim

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

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

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

Accident

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

Theft

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

After any accident or theft, report the incident immediately to *us* or *your* Insurance Broker.

In the event that *you* do not use *our* Approved Repairers

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

The vehicle can still be driven:

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

The vehicle cannot be driven:

- *We* will cover a reasonable cost of *your* vehicle being collected and brought to *your* garage in order for an engineer to inspect it.
- *You* should remove all *your* personal belongings, documents, goods and tools of trade as *we* may move the vehicle to a safe place while it is waiting to be repaired or otherwise dealt with.

Excess/VAT

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

OUR SERVICE

We aim to provide *insurance* cover and service of the highest standards. However, we accept that things can go wrong and we would rather be told about any difficulties than have a dissatisfied client. If *you* feel that we have been unreasonable in any aspect of the handling of *your* insurance, please follow the procedure below:

In the first instance contact:

**Complaints Manager
KennCo Underwriting Ltd
Suite 7, Grange Road Office Park
Grange Road
Rathfarnham
Dublin 16
E-mail:info@kennco.ie**

We will do the following:

- Tell *you* what action we will take and who will be responsible for handling *your* enquiry,
- Acknowledge written enquiries, or any received by e-mail, usually within two working days,
- Give details of *your* enquiry to a senior person at the relevant department, usually within two working days.

You will hear from the relevant department in response to *your* enquiry, either in writing or over the phone, usually within ten working days. Where a full response cannot be given for any reason, *you* will be told what action will be taken, when *you* will hear again and whom *you* can contact in the meantime with any questions. When necessary, we will explain the situation in writing.

However we will endeavour to provide *you* with a Final Response within 25 working days from the date upon which we received *your* written complaint and request for a Final Response.

Should *you* remain dissatisfied with KennCo's final reply please note you can refer your complaint to the office(s) listed in your Schedule of Cover, a copy of which we can provide should you require it.

YOUR POLICY

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

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

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

Unless we have agreed otherwise with *you*, this insurance is governed by Irish Law.

All monies which become or may become payable by us under this *Policy* shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland. The appropriate Stamp Duty will be paid in accordance with the provisions of Section 113 of the Finance Act 1990.

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

YOUR COVER

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

USE

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

Section 1

Liability to Others: Third Party Cover

What is covered

We will insure *you* against everything *you* legally have to pay to people who claim for damages, costs and expenses if they arise from a claim caused by an accident while an *Insured Driver* is driving, loading or unloading (directly from an *Insured Vehicle*) or in charge of the *Insured Vehicle*, if an *Insured Driver* kills or injures other people. We will also insure *you* for *your* legal liability for damage to their property (including any related indirect loss). We will also insure *you* while the *Insured Vehicle* is towing a caravan, trailer or broken-down car, so long as the towing is allowed by law and the caravan, trailer or broken-down car is attached properly to the *Insured Vehicle* by towing equipment made for this purpose. Cover is also provided under this section for any detached single axle trailer not exceeding one half ton un-laden weight but excluding caravans, mobile homes, trailer tents, boat trailers and any trailer which incorporates machinery or any other equipment.

What is not covered

- Legal liability if *your* current *Certificate of Motor Insurance* does not cover the person using the *Insured Vehicle* or if the person using the *Insured Vehicle* is excluded from driving or using the *Insured Vehicle* as a result of the *General Exclusions, General Conditions and Endorsements*
- Loss or damage to the *Insured Vehicle*, caravan, trailer or broken-down car
- Any amount above €20,000,000 for damage to other people's property (including any related indirect loss) if the *Insured Vehicle* is a Private Motor Vehicle inclusive of all legal costs
- Any amount above €2,000,000 for damage to other people's property (including any related indirect loss) if the *Insured Vehicle* is a Commercial Vehicle or a small Public Service Vehicle inclusive of all legal costs
- Property belonging to (or in the care of) *you* or *your* passengers or in any caravan, trailer or broken-down car
- Death or injury to the person driving or in charge of the *Insured Vehicle* or to any person being carried in or on, or getting into or out of, a caravan, trailer or broken-down car
- Legal liability when *you* are towing the caravan, trailer or broken-down car for profit
- If *your* current *Certificate of Motor Insurance* states that business use is allowed, liability for death or injury to any employee of the person insured, arising during the course of their employment, except where needed by law
- Liability for death, injury or damage resulting from using the *Insured Vehicle* or any machinery attached to it as a tool of trade
- Loss or damage to any bridge, weighbridge, viaduct, road or other surface over which the vehicle is driven, or anything under the surface caused by the weight or vibration of the *Insured Vehicle* or its load
- Liability for death, injury or damage when the *Insured Vehicle* is not on a public road and is in the process of being loaded or unloaded by any person other than the driver or attendant of the *Insured Vehicle*
- Loss, damage or liability caused by pollution or contamination as a result of any load seeping from the *Insured Vehicle*, or any load spilling from or shifting in the *Insured Vehicle*.

Insuring Others

What is covered

We will also insure the following people under this Section

- Any person (other than the person driving) being carried in, or getting in or out of, the *Insured Vehicle* or any person who causes an accident while they are travelling in, or getting in or out of, the *Insured Vehicle*
- *Your* employer or business partner (but only if *your* current *Certificate of Motor Insurance* states that business use is allowed)
- If anyone covered by this *Contract of Motor Insurance* dies, we will cover their legal representative to deal with any claims made against that person's estate

What is not covered

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

Costs of Legal Representation -

What is covered

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

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

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

What is not covered

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

European Union (EU) Compulsory Cover -

What is covered

We will provide the minimum insurance necessary to allow you to use the *Insured vehicle*

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

What is not covered

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

Driving other cars

What is covered

If your *certificate of motor insurance* says so, we will insure you to drive any right hand drive Private Car that you do not own and is not hired to you or hired under a hire purchase or leasing agreement, providing you have the owner's permission to do so.

What is not covered

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

Section 2

Accidental Damage (excluding fire and theft)

What is covered

We will cover *you* for loss or damage to the *Insured Vehicle*. This includes standard accessories on it.

What is not covered

Any loss or damage that is not covered under the Fire and Theft Section of this *Policy*, except for malicious damage.

We also do not cover the following

- Damage to tyres caused by wear and tear, braking, punctures, cuts or bursts
- Damage caused by frost, unless *you* have taken reasonable care to stop the damage happening and have followed the manufacturer's instructions to avoid liquid freezing in *your* vehicle
- Loss or damage arising from the *Insured Vehicle* being filled with the wrong fuel
- Any amount above €190 for fitted in-car entertainment equipment
- Any amount above €250 in respect of towage charges
- Any amount above €100 in respect of storage charges
- The amount noted as *Excess* on the *Schedule* effective at the time of any incident

Replacement Locks

What is covered

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

What is not covered

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

Section 3

Fire and Theft

What is covered

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

What is not covered

- Any vehicle which is not the *Insured Vehicle* and any loss or damage if *you* do not have cover under this section
- Wear and tear, mechanical, electrical, electronic and computer failure, *breakdowns* or breakage
- Compensation for *you* not being able to use the *Insured Vehicle*, any delay where we have to get new parts or accessories or they are unavailable, or the value of the *Insured Vehicle* reducing for any reason
- Any other indirect loss
- Any extra parts or accessories beyond the amount *you* have insured the *Insured Vehicle* for
- Loss or damage if *you* have not taken reasonable care to protect the *Insured Vehicle*, (see 'Care of the Vehicle' under the *General Conditions*), or if it has been left unlocked or with the keys in it or attached to it
- Loss or damage from repossessing the *Insured Vehicle* and returning it to its rightful owner, or from any agreement or proposed transaction for selling or hiring the *Insured Vehicle* or someone taking it by fraud, trickery or deception
- Loss or damage arising from the *Insured Vehicle* being taken or driven by a person who is not an *Insured Driver* but is a member of *your* family or household, or being taken or driven by an employee or ex-employee
- Loss or damage caused deliberately by *you* or any person driving the *Insured Vehicle* with *your* permission

- Loss or damage resulting from using the *Insured Vehicle* or any machinery attached to it, as a tool of trade
- Malicious damage
- Any additional damage resulting from the *Insured Vehicle* being moved by *you* after accident, fire or theft
- Any amount above €190 for fitted in-car entertainment equipment
- Any amount above €250 in respect of towage charges
- Any amount above €100 in respect of storage charge
- Keys, remote control or security devices (whether lost or stolen)
- Tapes, cassettes, compact and mini discs, Citizens-Band radios, phones or phone equipment
- VAT if *you* are registered
- The amount noted as *Excess* on the *Schedule* effective at the time of any incident
- Tools of trade

SETTLING CLAIMS - SECTIONS 2, 3 & 6 Theft

We will treat the *Insured Vehicle* as stolen if it has not been recovered 14 days after *you* reported the theft to *us*. It must still be missing when *we* pay *your* claim. *You* must report the theft to the police as soon as it is discovered and provide *us* with *your* vehicle keys and all the documentation *we* ask for when *you* make *your* claim. If the *Insured Vehicle* is stolen and *you* later get it back, or discover where it is, *you* must tell *us* straight away.

Repairs after an accident or theft

We will pay the reasonable cost of protecting the *Insured Vehicle* and getting an authorised agent to take it to the nearest suitable repairer or another safe place if *you* cannot drive the *Insured Vehicle* after an accident or theft. We will not pay the cost of any transport outside the Republic of Ireland unless *we* agree to do so first. If *we* think that the estimate for repairing the *Insured Vehicle* is unreasonable, *we* may ask for it to go to another repairer and may move the *Insured Vehicle* to the repairer of *our* choice.

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

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

How we will pay your claim

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

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

The most we will pay

We will pay the least of:

- the *Market Value* of the *Insured Vehicle* less the *Excess* just before the loss or damage happened (with no additional payments for accessories or spare parts);
- the amount which *you* insured the *Insured Vehicle* for less the *Excess*; or
- the cost of repairing the *Insured Vehicle* less the *Excess*.

If any lost or damaged part or accessory is no longer available, the most *we* will pay will be:

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

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

Total Loss (Write Off)

If *we* choose to pay *you* the *Market Value* of the *Insured Vehicle*, or the amount *you* insured it for, *you* must send *us*

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

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

Fire Brigade Charges

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

Financial Interest

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

Spare Parts Clause for all Imported Vehicles

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

Section 4

No Claims Discount

(a) Should no claim arise under this *Policy* during any one complete year of insurance or during a number of consecutive complete years, the insured upon renewing the *Policy* shall be entitled to a discount, if the maximum discount has not already been reached, from the renewal premium on the following scale:

<i>Period of Insurance</i>	Private Car: Comprehensive/Third Party Fire and Theft Discount Levels	<i>Period of Insurance</i>	Light Commercial Vehicle: Comprehensive/Third Party Fire and Theft Discount Levels
1 Year	38%	1 Year	25%
2 Years	43%	2 Years	35%
3 Years	50%	3 Years	40%
4 Years	58%	4 Years	50%
5 Years	64%	5 Years	60%
6 Years or more	67%	6 Years or more	60%

(b)

- (i) Any one claim arising out of fire or theft (or any attempt thereat) in one year of insurance shall not result in the discount presently applying being stepped back at next renewal
- (ii) Any one claim, other than fire and theft arising in one year of insurance, shall result in the discount presently applying being stepped back by two levels at the next renewal
- (iii) In the event of two or more claims of any type arising in one year of insurance no discount will be allowed at the following renewal.
- (iv) If, where the option is available, *you* decide to pay an additional premium, *you* may protect *your* no claim bonus. Provided the necessary *Endorsement* appears on *your Schedule* and subject to the terms of the *Endorsement*, *we* will not reduce *your* no claim bonus, if a claim is made against *your Policy*. The protected No Claims Discount only applies while *you* are insured by *us* and cannot be transferred to another insurer. Premiums in future years may still be increased according to the claims history.

Section 5

Foreign Use

Your *policy* provides the minimum cover *you* need by law to use the vehicle in :

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

We will automatically extend this to provide *your* full *policy* cover (as shown in the *schedule*) for those countries for up to 31 days in any one *period of insurance*.

If *you* need cover for a longer period or if *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

What is not covered

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

Claims

If the *Insured Vehicle* is involved in an accident, or subject to crime, *you* must tell *us* immediately.

Section 6

Windscreen and Windows

What is covered

We will pay for accidental damage to the *Insured Vehicle's* windscreen or windows. If this is the only damage *you* are claiming for, *your* No Claims Discount will not be affected. However *we* reserve the right to reduce or delete the No Claims Discount (Bonus) where more than one loss occurs under this section.

Cover applies under this section to Comprehensive policies only for the insured vehicle only and does not include cover for temporary replacement vehicles.

Please refer to your schedule to see if a *policy excess* applies under this section

There is no limit on windscreen cover if:

In any one *Period of Insurance* the windscreen or window is replaced or repaired by *our* approved supplier, please see *your Schedule*.

Otherwise, the maximum amount *we* pay is €100 in any one *Period of Insurance* if any other supplier carries out the repair or replacement.

What is not covered

- Any loss or damage if *you* do not have cover under this Section.
- Damaged sunroofs, roof panels, lights or reflectors, even if they are made of glass.
- Extra costs for the work to be undertaken outside normal hours, unless the windscreen is shattered, or the driver's vision or the security of the *Insured Vehicle*, is affected.
- VAT if *you* are registered.

Section 7

Personal Accident and Medical Expenses

Personal Accident -

What is covered

If *you* or *your* spouse/partner are involved in a car accident, *we* will pay the amounts shown below if within three months of the date of the accident, it directly causes one of the following;

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

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

What is not covered

- Any loss if *you* do not have cover under this Section.
- Anyone who is aged 70 or older at the time of the accident.
- Death or bodily injury caused by suicide or attempted suicide, self-injury or by drugs, alcohol or anything taken or inhaled.
- Death or bodily injury caused by disease, physical sickness or disability.
- Anyone failing to keep to the law regarding the use of seat belts.

Medical Expenses

What is covered

If *you* or *your* passengers are injured because of an accident involving the *Insured Vehicle*, *we* will pay up to €130 for each person for any medical treatment they receive.

What is not covered

Any medical expenses if *you* do not have cover under this Section.

Section 8

Vehicle Sharing Extension

If *you* receive payments or contributions from passengers *you* are carrying in *your* vehicle for social or other similar purposes as part of a vehicle sharing agreement, *we* will not regard this as the carriage of passengers for hire or reward, provided

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

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

Section 9

General Exclusions

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

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

- 1 Any accident, injury, loss or damage that happens while the *Insured Vehicle* is:
 - used for a purpose which it is not insured for;
 - driven or in the charge of anyone who is not described in the *Certificate of Motor Insurance* as a person entitled to drive or who is excluded from driving by any *Endorsements* or covered by another insurance;
 - driven or in the charge of anyone who does not have a valid driving licence or who is disqualified from driving, who has not held a driving licence or who is prevented by law from holding one;
 - driven or in the charge of anyone who does not meet the terms and conditions of their driving licence or all the conditions of this *Contract of Motor Insurance*;
 - on rails or not on "terra-firma" unless being transported by train, sea or air ferries;
 - kept or used in an unsafe or unroadworthy condition or without a current National Car Test Certificate (NCT) or Department of Environment (DOE) Test Certificate if one is needed;
 - kept or used in any way that breaks any Security requirements imposed by an *Endorsement*;
 - used to carry passengers or goods in a way likely to affect the safe driving and control of the vehicle;
 - used to carry passengers unless they are being carried in fitted seats which have been permanently and securely installed in the *Insured Vehicle*;
 - used in or on restricted areas of airports, airfields or military bases.
- 2 Any liability that *you* have agreed to accept unless *you* would have had that liability anyway.
- 3 Anyone who does not meet all the conditions of this *Contract of Motor Insurance*.
- 4 Any use connected with the motor trade, unless this use is described in the *Certificate of Motor Insurance* (under Limitations as to Use).
- 5 Hiring out the *Insured Vehicle* for money unless this use is described in the *Certificate of Motor Insurance* (under Limitations as to Use).
- 6 The *Insured Vehicle* being used on any form of racetrack, de-restricted toll road (including Nurburgring), off-road activity or racing of any description or being used in any contest, competition, rally or speed trial (apart from treasure hunts).
- 7 Any accident, injury, loss or damage caused directly or indirectly by:
 - war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil unrest, revolution, riot or similar event;
 - earthquake;
 - ionising radiation or radioactive contamination from nuclear fuel, or nuclear waste, or any risk from nuclear combustion or equipment;
 - pressure waves caused by aircraft and other flying objects; or
 - carrying any dangerous substances or goods.
- 8 Any liability, loss or damage caused by explosion, sparks or ashes from the *Insured Vehicle*, or from any trailer or machinery attached to, or detached from it.
- 9 Any liability, loss or damage that happens outside the *Geographical Limits* or any proceedings brought against *you* outside the *Geographical Limits* unless they result from using the *Insured Vehicle* in a country which *we* have agreed to extend this insurance to cover
- 10 Any liability, injury, loss or damage resulting from anything sold, transported or supplied by *you* or on *your* behalf.
- 11 Any liability, injury, loss or damage caused directly or indirectly by:
 - pollution; or
 - contamination;unless the pollution or contamination is directly caused by one incident at a specific time and place during the *Period of Insurance* and is:
 - sudden;
 - identifiable;
 - not deliberate

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

12 If an accident results in a person driving being charged or convicted of an offence involving alcohol or drugs, the cover we provide for that accident is limited to section 1 Liability to Others: Third Party Cover.

13 Any accident, injury, loss, damage, cost or expense, except insofar as that which is covered under Section 1 Liability to Others: Third Party Cover or for which *our* obligations under the Road Traffic Acts require *us* to be liable:

- directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss,
- directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to an act of terrorism.

For the purpose of this exclusion, an act of terrorism means an act, including but not limited to the use of violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf or in connection with any organisation(s) or government(s), committed for political or other purposes including the intention to influence any government and/or to put the public or any section of the public in fear. If we allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this *Policy*, the burden of proving to the contrary shall be upon the *Insured Driver*. In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

14 Any claim and/or expenses arising out of

- any incident involving the driving of the following vehicles by any driver whose driving is covered by this *Policy*
 - buses, mini buses used other than for private purposes or coaches
 - motorcycles (other than on an individual insured basis)
 - public service emergency vehicles,
 - ownership, operation, maintenance or any other use of any vehicle for which the principal use is for the carriage of high explosives, inflammable liquids, chemical or other hazardous materials,
 - ownership, operation, maintenance and/or use of any vehicle the principal use of which is contractors plant and equipment not on a public highway, except for maintenance, delivery or demonstrations
 - Motor Trade Internal Risks.

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

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

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

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

19 Laid up vehicles

Section 10

General Conditions

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

a. Keeping to the *Policy* Terms

Your premium is based on the information *you* gave *us* when *your* cover started and when *you* renew it. If *your* circumstances change, *you* must tell *us* as soon as possible. If *you* are not sure whether *you* need to tell *us* about certain facts, *you* should give *us* the information anyway, or contact *your* Insurance Adviser for advice. *You* should keep a record of the information *you* give in relation to this *Contract of Motor Insurance*. If *you* did not or do not give full and accurate information, this *Contract of Motor Insurance* may be invalid and *we* may refuse to deal with any claim *you* might make.

This insurance will only apply if:

- the person claiming has kept to all the terms and conditions of this *Contract of Motor Insurance*;
- the premium has been paid;
- all the information *you* have given and upon which the contract is based is correct and complete.

b. Notification of Claims (including windscreen claims)

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

You must do the following:

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

- All accidents involving possible injury; loss or damage must be reported to *us* or *your* insurance advisor as soon as possible, (Cover may not operate under all Sections of this *Policy* if *you* do not report any incident leading to a loss to *us* or *your* insurance advisor at the earliest opportunity) .
- Any writ summons or impending prosecution must be sent and/or notified to *us* or *your* insurance advisor at the earliest opportunity.
- a claim form or accident report form and all relevant documentation must be submitted within a reasonable time from the date of occurrence.
- send *us*, unanswered, every letter *you* receive about a claim as soon as *you* can;
- tell *us* as soon as *you* know about any prosecution, coroner's inquest or fatal accident inquiry;
- do not discuss any claim unless *you* have *our* permission to do so in writing;
- do not do anything to harm *our* interests (such as admitting liability or negotiating a settlement) without *our* written permission; and
- give *us* and anyone acting on *our* behalf all the help *we* may need to deal with a claim, including providing all the documents *we* ask for and going to court to give evidence if necessary.

We reserve the rights to seek recovery of any extra or avoidable costs incurred by us as a direct or indirect result of your failure to fully cooperate with the above conditions.

c. Dealing with Claims

We can:

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

d. Fraudulent, false and exaggerated claims or information

We are committed to identifying and acting against all types of fraud. If the proposal, declaration or any supporting documentation is found to be untrue or false or if *you*, or anyone acting for *you*, makes a claim in a fraudulent or false way, or where *we* have been given any documents which are false or stolen, *we* will cancel *your Policy* and *we* will not return any premium. *We* will prosecute any person who is involved in fraudulent activity against *us*.

e. Right of recovery

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

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

If *we* have refunded any premium following cancellation, *we* can take any money *you* owe *us* from any payment *we* make.

f. Care of the Vehicle

If required by law, the *Insured Vehicle* must be covered by a valid National Car Test (NCT) Certificate or Department of Environment (DOE) Test Certificate. *You* must take all reasonable precautions to avoid loss of or damage to the *Insured Vehicle*. For example, *you* should remove it to a safe place as soon as possible if it breaks down. *You* should also take all reasonable care of the keys to the *Insured Vehicle* to prevent them being lost or stolen.

You must always take the keys out of the ignition and remove them completely when the *Insured Vehicle* is left at any time whatsoever (regardless of whether the vehicle is still within *your* sight) and make sure that *you* do not leave belongings on display. *You* should close all the windows and sunroofs and lock all the doors. Alarms, immobilisers and tracking devices should be turned on when fitted. *Endorsements* may apply to *your cover*, setting out other requirements relating to immobilisers, alarms and tracking devices. In these cases, *we* will need to see evidence that

an approved alarm, immobiliser or tracking device has been fitted. These devices must always be on and working whenever the *Insured Vehicle* is left.

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

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

g. Cancelling your Policy

You may cancel this *Contract of Motor Insurance* at any time by telling *us* or *your* Insurance Adviser in writing and sending *us your Certificate of Motor Insurance* and windscreen disc. If *you* or someone else has not made a claim in the current *Period of Insurance*, *we* will refund part of *your* premium.

When *we* work out the time *you* have been covered, *we* use the period from the date the insurance started to the date *we* receive *your Certificate of Motor Insurance* and Windscreen Disc.

Length of time <i>you</i> have had cover for within Cooling-off Period	How much of the annual premium <i>we</i> will refund pro-rata
up to 1 month	75%
up to 2 months	60%
up to 3 months	50%
up to 4 months	35%
up to 6 months	25%
up to 8 months	10%
over 8 months	0%

These rates apply to yearly policies and will vary for policies of a shorter period.

We will not refund any of *your* premium if the *Contract of Motor Insurance* is cancelled following a claim whether settled or not.

We or *our* authorised agent may cancel this *Contract of Motor Insurance* by giving *you* seven days notice in writing to *your* last known address. During this seven day period, *we* may choose to alter the terms of the contract, such as reducing the cover that is currently in place. *We* do not have to give any reason for cancelling this contract. If *we* do this, *we* will refund part of *your* premium for the *Period of Insurance* left after the cancellation date, as long as *you* or someone else has not made a claim under this *Contract of Motor Insurance*. If *we* or *our* authorised agent cancel this *Contract of Motor Insurance* because *you* have not paid the premiums on time, *we* will not refund any part of the premium *you* have already paid. *We* will work out any premium *you* owe *us* by charging *you* for the time *you* have been covered by this *Contract of Motor Insurance* using the above chart. In all cases, *you* must return the *Certificate of Motor Insurance* and Windscreen Disc to *us* as soon as *you* receive notice of cancellation. *We* will not pay any refund until *we* receive the *Certificate of Motor Insurance* and Windscreen Disc, or if *you* or someone else has made a claim under this *Contract of Motor Insurance*. *We* may also, at our discretion, apply a cancellation fee.

In the event that *you* pay *your* premium in part or in full through a third party finance provider and *you* fail to pay all of this premium or default on part of this premium, the third party premium finance provider is entitled to request *us* to cancel *your Policy* from the date of payment default.

If *you* produce a cancelled *Certificate of Motor Insurance* and Windscreen Disc to any person with the intention of deceiving that person into accepting it as genuine, *you* may be prosecuted.

h. Other Insurance

If there is any other insurance covering the same claim, *we* will only pay *our* share of the claim, even if the other insurer refuses the claim.

i. Drivers' Obligations

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

- There has been any breach in the terms, exceptions and conditions of the *Policy*
- The *Insured Vehicle* is used in a manner which is contrary to the manufacturers' design, including the carriage of passengers that exceeds the recommended or designed seating capacity.
- The *Insured Vehicle* is driven by an *Insured Driver* who does not hold a Licence to drive the *Insured Vehicle* or having held such licence is disqualified from holding or obtaining such licence.
- The vehicle is used for a purpose contrary to the Limitation as to Use on the *Certificate of Insurance* and/or the use declared on the *Proposal Form/Statement of Fact*.
- *You* allow *your* vehicle to be driven by a person not covered under this *Policy*.

j. Altering *your* Insurance Cover

You must tell *us* as soon as possible about any changes which affect *your* insurance. If *you* do not, *your* insurance may not cover *you* fully or at all. *You* should contact *your* Insurance Adviser for advice about changes. *You* may have to pay an extra premium.

k. Suspension of Cover

Cover under all Sections of this *Policy* may be suspended by telling *us* or *your* Insurance Adviser and returning the *Certificate of Motor Insurance* and Insurance Disc to *us* or *your* Insurance Adviser.

We will refund a pro-rata premium for the period cover is suspended provided.

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

l. Vehicle Laid Up

Cover under Section 1 of the *Policy* may be suspended by telling *us* or *your* Insurance Adviser and returning the *Certificate of Motor Insurance* and Insurance Disc to *us* or *your* Insurance Adviser.

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

Any return premium due to *you* under Suspension of Cover or Vehicle Laid Up is subject to:

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

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

m. Residency

The Proposer must be resident in the Republic of Ireland for a minimum of 12 months prior to the inception of the *policy* and must remain a permanent resident in the Republic of Ireland for the duration of all cover periods in order for cover to operate.

Section 11

Endorsements

EN01: Protected No Claims Discount

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

Claims under Section 6 of the *Policy* are not taken into account.

EN02: Tracker & Immobiliser/Alarm Warranty

It is a condition precedent to liability that cover under Section 3 of *your Policy* is suspended unless: The *Insured Vehicle* is fitted with an Immobilising Device, and that evidence of installation has been submitted and accepted by *us*, and that the device is activated when the vehicle is left unattended.

And

The *Insured Vehicle* is fitted with a Tracking Device, and evidence of installation has been submitted and accepted by *us*, and that a valid Air Time contract is in operation at all times.

LMA5097: Several Liability Notice

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

LPO147E: Notice for use on documentation issued under full binding authorities held by Irish coverholders

The Insurance Cover to which the document relates was granted by the holder of a binding authority in Ireland from Lloyd's Underwriters for the class of business underwritten and has been issued in Ireland in accordance with Section 94 of the Insurance Act 1936.

The holder of this binding authority is:

Name: KennCo Underwriting Ltd

Address: Suite 7, Grange Road Office Park, Rathfarnham, Dublin 16.

Tel No: (01) 499 4600.

who, in conjunction with Lloyd's Ireland Representative Limited, has all the powers required of him under the Insurance Acts and Regulations.

Lloyd's Underwriters' branch address in Ireland is:

Lloyd's Ireland Representative Limited

7/8 Wilton Terrace

Dublin 2

Ireland

Telephone No: (00 353) 1 644 1000

Without prejudice to the generality of the foregoing, the Underwriters hereon agree that:

- (i) If the contract is subject to Irish law, in the event of a dispute arising under the *Policy*, Underwriters at the request of the Insured will submit to the jurisdiction of any competent Court in Ireland; such dispute shall be determined in accordance with the law and practice applicable in such Court;
- (ii) Any Summons, Notice or Process shall be served upon Lloyd's Ireland Representative Limited at the address stated above.

EN09: War and Terrorism Exclusion Endorsement

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

08/10/01
NMA2918

EN10: Nuclear Energy Risks Exclusion Clause (Reinsurance) (1994) (Worldwide Excluding U.S.A. And Canada)

This agreement shall exclude Nuclear Energy Risks whether such risks are written directly and/or by way of reinsurance and/or via Pools and/or Associations.

For all purposes of this agreement Nuclear Energy Risks shall mean **all first party and/or third party insurances or reinsurances (other than Workers' Compensation and Employers' Liability) in respect of:**

- I All **Property**, on the site of a nuclear power station.
Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.
- II All **Property**, on any site (including but not limited to the sites referred to in I above) used or having been used for:
 - (a) The generation of nuclear energy; or
 - (b) The **Production, Use or Storage of Nuclear Material**.
- III Any other **Property** eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.
- IV The supply of goods and services to any of the sites, described in I to III above, unless such insurances or reinsurances shall exclude the perils of irradiation and contamination by **Nuclear Material**.

Except as undernoted, Nuclear Energy Risks shall not include:

- (i) Any insurance or reinsurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of **Property** as described in I to III above (including contractors' plant and equipment);
- (ii) Any Machinery Breakdown or other Engineering insurance or reinsurance not coming within the scope of (i) above.

Provided always that such insurance or reinsurance shall exclude the perils or irradiation and contamination by **Nuclear Material**.#

However, the above exemption shall not extend to:-

1. The provision of any insurance or reinsurance whatsoever in respect of:-
 - (a) **Nuclear Material**;
 - (b) Any **Property** in the **High Radioactivity Zone or Area** of any **Nuclear Installation** as from the introduction of **Nuclear Material** or - for reactor installations - as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and/or Association.
2. The provision of any insurance or reinsurance for the undernoted perils:
 - Fire, lightning, explosion;
 - Earthquake;
 - Aircraft and other aerial devices or articles dropped therefrom;
 - Irradiation and radioactive contamination;
 - Any other peril insured by the relevant local Nuclear Insurance Pool and/or Association;

in respect of any other **Property** not specified in 1 above which directly involves the **Production, Use or Storage of Nuclear Material** as from the introduction of **Nuclear Material** into such **Property**.

DEFINITIONS

“**Nuclear Material**“ means:

- (i) Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a **Nuclear Reactor**, either alone or in combination with some other material; and
- (ii) **Radioactive Products or Waste**.

“**Radioactive Products or Waste**“ means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilisation of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

“**Nuclear Installation**“ means:

- (i) Any **Nuclear Reactor**;
- (ii) Any factory using nuclear fuel for the production of **Nuclear Material**, or any factory for the processing of **Nuclear Material**, including any factory for the reprocessing of irradiated nuclear fuel; and
- (iii) Any facility where **Nuclear Material** is stored, other than storage incidental to the carriage of such material.

“**Nuclear Reactor**“ means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain

process of nuclear fission can occur therein without an additional source of neutrons.

“Production, Use or Storage of Nuclear Material” means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of **Nuclear Material**.

“Property” shall mean all land, buildings, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials of whatever description whether fixed or not.

“High Radioactivity Zone or Area” means:

- (i) For nuclear power stations and **Nuclear Reactors**, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store; and
- (ii) For non-reactor **Nuclear Installations**, any area where the level of radioactivity requires the provision of a biological shield.

10/3/94
NMA1975(a)

EN11: Institute Cyber Attack Exclusion Clause

- 1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- 1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

CL 380

EN12: Institute Radioactive Contamination, Chemical, Biological, Biochemical And Electromagnetic Weapons Exclusion Clause

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

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

CL 370

Section 12

Motor Legal Protection and Drivers Assistance Extra

Motor Legal Protection – Accident Loss Recovery & Personal Injury

The cover and conditions in this section of the policy are underwritten by DAS Legal Expenses Insurance Company Limited and apply to this section of the policy only.

To make sure *you* get the most from *your* DAS cover, please take the time to read the policy. It explains the contract *between you* and *us*. If *you* have any questions or would like more information, please contact Kennco Underwriting Ltd.

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

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

After a motor accident

If *you* are involved in an accident, remember to write down as many details as possible, including the names and addresses of anyone who may have seen the accident. Let *us* have this information as soon as possible, either by giving it to *your* insurance advisor or by sending it to *us* at the address below.

If *you* are not sure what to do after an accident, call *our* Legal Advice Service.

If *your* vehicle cannot be driven

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

How *we* can help

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

We normally recover *your* uninsured losses by appointing a solicitor to handle *your* claim. In most cases, *we* will choose the *appointed solicitor* for *you*. Claims outside the republic of Ireland may be dealt with by DAS offices elsewhere in Europe.

If *you* are prosecuted for a motoring offence, *we* will appoint a solicitor to represent *you*.

Send *your* claim to:

DAS Legal Expenses Insurance Company Limited,
Europa House, Harcourt Centre, Harcourt Street, Dublin 2.
Telephone: 01 670 7470 Fax: 01 416 1209

If *you* need any other help from *us*

You can phone *us* at any time on 1850 670 747 for legal advice on any personal legal problem or help with general motoring emergencies.

When *we* cannot help

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

Problems

We will always try to give *you* a quality service. If *you* think *we* have let you down, please write to *our* Operations Manager as DAS Legal Expenses Insurance Company Limited, Europa House, Harcourt Centre, Harcourt Street, Dublin 2.

Or *you* can phone *us* on 01 670 7470 or email *us* at info@das.ie
Details of *our* internal complaint-handling procedures are available on request.

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

Our Head and Registered Office is:

DAS Ireland is a branch office of DAS Legal Expenses Insurance Company Limited, having its registered office at DAS House, Quay Side, Temple Back, Bristol BS1 6NH, registered in England and Wales, number 103274. DAS Legal Expenses Insurance Company Limited is authorised and regulated by the Financial Services Authority and is subject to the Central Bank of Ireland's conduct of business requirements. The regulatory system which applies in Ireland is different to that which applies in the UK.

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

We, us, our

DAS Legal Expenses Insurance Company Limited

You, your

The Person who have taken out this policy

Insured person(s)

You, and any passenger or driver who is in or on the insured *vehicle* with *your* permission. Anyone claiming under this section of the policy must have *your* agreement to claim.

Insured Vehicle

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

Appointed Representative

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

Legal Costs

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

Territorial limit

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

Period of Insurance

The period for which *we* have agreed to cover *you* and for which *you* have paid the premium.

Date of Occurrence

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

Insured Incidents

We will negotiate for the following.

Accident Loss Recovery and Personal Injury

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

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

What is covered by Accident Loss Recovery and Personal Injury.

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

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

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

Conditions that apply to Accident Loss Recovery and Personal Injury

1. An *insured person* must:
 - (a) keep to the terms and conditions of this policy;
 - (b) take reasonable steps to keep any amount *we* have to pay as low as possible;
 - (c) try to prevent anything happening that may cause a claim;
 - (d) send everything *we* ask for in writing;
 - (e) give *us* full details of any claim as soon as possible and give *us* any information *we* need.

2. (a) We can take over and conduct, in the name of the *insured person*, any claim or legal proceedings at any time.
(b) An *insured person* is free to choose an *appointed representative* (by sending us a suitably qualified person's name and address) if:
 - (i) we agree to start court proceedings and it becomes necessary for a lawyer to represent the interests of an *insured person* in those proceedings; or
 - (ii) there is a conflict of interest.
(c) In circumstances except those in 2(b) above, we are free to choose an *appointed representative*.
(d) An *appointed representative* will be appointed by us to represent an *insured person* according to our standard terms of appointment. The *appointed representative* must co-operate fully with us at all times.
(e) We will have direct contact with the *appointed lawyer*.
(f) An *insured person* must co-operate fully with us and with the *appointed lawyer* and must keep us up-to-date with the progress of any claim.
(g) An *insured person* must give the appointed lawyer any instructions that we require.
3. (a) An *insured person* must tell us if anyone offers to settle a claim.
(b) If an *insured person* does not accept a reasonable offer to settle a claim, we may refuse to pay further *legal costs*.
(c) An *insured person* must not negotiate or agree to settle a claim without our approval.
(d) We may decide to pay an *insured person* the amount of damages he or she is claiming instead of starting or continuing legal proceedings.
4. An *insured person* must;
 - (a) tell the *appointed representative* to have *legal costs* taxed, assessed or audited, if we ask for this,
 - (b) take every step to recover *legal costs* and IB application fee's that we have to pay and must pay and must pay us any *legal costs* and IB application fee's that are recovered.
5. If an *appointed representative* refuses to continue acting for you with good reason or if you dismiss an *appointed lawyer* without good reason, the cover we provide will end at once, unless we agree to appoint another *appointed lawyer*.
6. If an *insured person* settles a claim or withdraws it without our agreement, or does not give suitable instructions to an *appointed representative*, the cover we provide will end at once and we will be entitled to reclaim *legal costs* we have paid.
7. If we and an *insured person* disagree about the choice of *appointed representative*, or about the handling of a claim, we and the *insured person* can choose another suitably qualified person to decide the matter. We and the *insured person* must both agree to this person in writing. Failing this, we will ask the president of the Law Society of Ireland to choose a suitably qualified person. All costs of resolving the disagreement must be paid for by the party whose argument is rejected.
8. We can cancel this policy at any time as long as we tell you at least 14 days beforehand. You can cancel this policy at any time as long as you tell us 14 days beforehand.
9. We will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.
10. This policy will be governed by the laws of the Republic of Ireland.

Helpline Services

We provide these services 24 hours a day, 7 days a week during the *period of insurance*. To help *us* check and improve *our* service standards, we record all calls except those to the counselling helpline.

When phoning please tell *us your* policy number or the name of the scheme *you* are in. Please do not phone *us* to report a general insurance claim.

Legal Advice Service

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

To contact the above helpline services phone 1850 670 747

Health & Medical Information Service

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

Between the hours of 7pm and 9am we will take a message and one of *our* health and medical advisors will contact the *insured person* the next day or at an agreed time.

To contact the health & medical information service phone us on 1890 670 407

Counselling

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

To contact the counselling helpline, phone *us* on 1850 670 407 (these calls are not recorded)

We will not accept responsibility if the Helpline Services fail for reasons we cannot control. Please do not phone *us* to report a general insurance claim.

Drivers Assistance Extra

Call :1890 670 670 in the Republic of Ireland

Call : 0800 404 9206 outside the Republic of Ireland

This is *your* Drivers Assistance Extra Policy – it includes everything *you* need to know about this section of the policy.

Cover:

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

How we can help

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

In the event of a *breakdown*, call *our* Motor Assistance helpline on 1890 670 670 or 0800 404 9206 when calling from outside the Republic of Ireland and provide the following information:

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

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

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

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

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

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

Send *your* claim to:

DAS Legal Expenses Insurance Company Limited, Europa House, Harcourt Centre, Harcourt Street, Dublin 2.

When *we* cannot help

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

Problems

We will always try to give *you* a quality service. If *you* think *we* have let *you* down, please write to *our* Operations Manager as DAS Legal Expenses Insurance Company Limited, Europa House, Harcourt Centre, Harcourt Street, Dublin 2.

Or *you* can phone *us* on 01 670 7470 or email *us* at info@das.ie

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

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

Our Head and Registered Office is:

DAS Ireland is a branch office of DAS Legal Expenses Insurance Company Limited, having its registered office at DAS House, Quay Side, Temple Back, Bristol BS1 6NH, registered in England and Wales, number 103274. DAS Legal Expenses Insurance Company Limited is authorised and regulated by the Financial Services Authority and is subject to the Central Bank of Ireland's conduct of business requirements. The regulatory system which applies in Ireland is different to that which applies in the UK

THE MEANING OF THE WORDS IN THIS SECTION OF THE POLICY

1. *We, us, our*

DAS Legal Expenses Insurance Company Limited.

2. *You, your*

The person who has taken out this policy.

3. *Insured person(s)*

You, or any passenger or driver who is in the *vehicle* with *your* permission at the time of the *breakdown*.

4. *Vehicle*

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

5. *Competent repairer*

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

6. *Territorial limit*

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

7. *Breakdown*

(1) Mechanical or electrical failure; or

(2) Accidental damage, or damage caused by vandalism, fire or attempted theft or puncture; which stops *your vehicle* moving.

8. *Period of cover*

The period for which *we* have agreed to cover *you*.

Cover

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

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

ASSISANCE SERVICES UNDER THIS POLICY

1 Emergency roadside assistance and home *breakdown*

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

2 Vehicle Recovery

If *your vehicle* cannot be repaired within one hour at the scene of the *breakdown*, *we* will pay the cost of

transporting *your vehicle* and *insured person(s)* to a single destination, being either:

- (a) a competent repaired; or
- (b) if the *insured person* wishes their home address, provided it is nearer.

3 Getting you to your destination

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

- (a) pay the cost of transporting the *insured person(s)* to a destination within the *territorial limit*, provided that the *insured person(s)* are transported to the same destination; or
- (b) arrange and pay the cost of hiring a category A *vehicle* for up to 48 hours while repairs are carried out, if *your vehicle* is outside the Republic of Ireland or Northern Ireland we will pay the cost of transporting *you* and *your vehicle* to *your* onward destination within the *territorial limit*; or
- (c) arrange transport for *insured person(s)* to travel to a hotel. *You* will have to pay the cost of this, and the hotel costs, but we will reimburse *you*. The most we will pay for transport to the hotel and the cost of the hotel accommodation is €150 for any one *breakdown*.
You must pay the hotel bill, but we will pay *you* back on receipt of the relevant bill(s) subject to the €150 limit for any one *breakdown*.

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

4 Emergency message service

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

WHAT IS NOT COVERED UNDER THIS SECTION OF THE POLICY

1 The *breakdown* of *your vehicle*:

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

2 The cost of:

- spare or replacement parts, fluids or fuel or any other materials used in repairing *your vehicle*; or
- any other repairs except those at the scene of the *breakdown*; or
- replacing a wheel of *your vehicle* does not have a serviceable spare wheel; or
- replacing broken windows, finding missing keys; or
- ferry crossings, parking charges, fines or toll charges.

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

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

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

6 Any costs incurred before *you* have notified *us* of the *breakdown*.

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

8 Any failure on *our* part to perform any obligation as a result of acts of God, Government control, restrictions or prohibitions, or any other act or omission of any public authority (including Government) whether local, national, or international.

9 *Breakdowns* caused by, contributed to by or arising from:

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

CONDITIONS WHICH APPLY TO THIS SECTION OF THE POLICY

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

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

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

4 We can cancel this policy at any time and we will always do so after we have dealt with *your* sixth claim in the *period of cover*.

You can cancel this policy at any time.

If the policy is cancelled because we have covered *your* six *breakdowns* in the *period of cover*, we will not refund any premium *you* have paid.

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

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

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

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

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

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

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

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

