



Commercial Motor Insurance

Policy



Making a claim

As our aim is to get your car back on the road as quickly as possible and as we believe that making a claim should be easy our Motor Claims Assist Team are available 24 hours a day, 365 days a year to assist with your queries.

1. Telephone our Motor Claims Assist on LoCall no. 1890 92 42 28 with the first notification of your claim. They will advise you what to do next and issue all appropriate documentation immediately.
2. Where comprehensive cover applies our Approved Repairer Network can be availed of who in the case of the vehicles being unfit to drive will tow the vehicle. This will safeguard the vehicle from further damage from vandals or against theft of parts. Repairs can commence immediately. If the Approved Repairers are not used, obtain an estimate and advise us immediately and we will appoint an assessor if necessary.
3. When repairs have been completed pay any Excess for which you may be responsible and then take delivery of your car

COMMERCIAL MOTOR INSURANCE POLICY

This Policy should be kept carefully in a safe place.

Please read this Policy, the Schedule and the Certificate of Motor Insurance to ensure that they are in accordance with your requirements.

Duty of disclosure

Your attention is drawn particularly to Condition 1 on page 16 of the Policy. You must give us immediate notification of any alteration in the risk which materially affects this insurance. Failure to disclose all material information could invalidate the insurance or result in rejection of a claim leaving you unprotected.

General Provisions

1 Interpretation

- (a) This Policy is evidence of the contract between the Policyholder and RSA Insurance Ireland DAC (hereinafter called the Insurer)
- (b) This Policy the Schedule and the effective Certificate(s) of Insurance shall be read together and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning wherever it may appear
- (c) The expression "the Vehicle" shall mean any motor vehicle specified in the Schedule or the Certificate of Insurance in respect of which details have been notified to and the risk accepted by the Insurer
- (d) The Schedule specifies those Sections or Sub-Sections of the Policy which apply to the Vehicle

2 Operative Clause

During any Period of Insurance for which the Insurer accepts the premium and issues a Schedule the Insurer will provide insurance subject to the Terms Exceptions and Conditions of this Policy in respect of occurrences in (or during sea transit between ports in) the Republic of Ireland Great Britain Northern Ireland the Isle of Man or the Channel Islands

COMMERCIAL MOTOR INSURANCE POLICY

3 Foreign Use

Subject to the payment of additional premium and within the terms of a Foreign Use Extension granted by the Insurer

- (a) General Provision 2 is extended to the countries specified therein and to recognised sea passages and tunnels between ports in such countries
 - (b) The Insurer will indemnify the Policyholder against liability incurred by him for the enforced payment of customs duty on the Vehicle following its temporary importation into any country specified therein provided that such liability directly results from loss or damage insured by the Policy
- 4 All monies which become or may become due under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland and are expressed in Euro unless specifically stated to the contrary

5 Provided that this Policy shall be operative only while the Certificate of Insurance is in force

- 6 Stamp Duty has been paid or will be paid in accordance with the provisions of Section 113 of the Finance Act 1990 (as amended)

RSA is a registered business name of RSA Insurance Ireland Designated Activity Company (DAC). RSA Insurance Ireland DAC trading as RSA is regulated by the Central Bank of Ireland and registered in Ireland under number 148094 with registered office at RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16. The underwriter is RSA Insurance Ireland DAC which is a member of the RSA Group.
Tel: 1890 290 100.
Outside Ireland Tel: +353 1 290 1000

Section I

Liability to Third Parties

I Indemnity to the Policyholder

- a) The Insurer will indemnify any person whose liability is covered against legal liability for damages and claimant's costs and expenses in respect of
 - (i) death of or bodily injury to any person (exclusive of Excepted Persons)
 - (ii) damage to property limited to €1,275,000 in respect of any one event giving rise to a claim or claims under this Policy arising from an accident caused by through or in connection with the vehicle
- (b) The Insurer will in addition pay in respect of any accident which may be the subject of indemnity under this Section
 - (i) Solicitors' fees for representation at any coroners' inquest or fatal injury inquiry or Court of Summary Jurisdiction
 - (ii) costs and expenses incurred with the Insurer's written consent
The maximum amount payable under this section is €7,500,000 (seven million five hundred thousand euro)
 - (iii) the cost of defence against a charge of manslaughter or causing death by reckless or dangerous driving

2 Indemnity to other persons

The Insurer will also indemnify in the terms of Sub-Section I.

- (a) anyone specified in the effective Certificate of Insurance as a person

entitled to drive

- (b) any passenger
- (c) in the event of the death of any person entitled to indemnity under Section I the legal personal representatives in respect of the liability incurred by that person
- (d) any person whose liability is covered under section 4 of the Certificate, except a person in the motor trade driving Your Vehicle for the purposes of overhaul, upkeep, or repair

3 Use within the European Union (EU)

This Section extends in respect of the Vehicle to give the minimum indemnity required to comply with the laws relating to compulsory insurance of motor vehicles in any country which is a member of the EU and any other country in respect of which the Commission of the EU is satisfied that arrangements have been made to meet the requirements of Article 7 of the EU Directive on insurance of civil liabilities arising from the use of motor vehicles (No. 72/166/CEE)

4 Towing disabled vehicles or trailers

This Section will operate where the insurer has agreed in writing to indemnify the Policyholder in respect of the Vehicle being used for the purpose of towing any one disabled mechanically-propelled vehicle or any trailer and the Insurer will indemnify the Policyholder and any person entitled to indemnity under Sub-Section 2 in respect of liability in connection with the towed vehicle or

trailer provided that

- (a) the vehicle or trailer is not towed for reward (unless permitted by the effective Certificate of Insurance)
- (b) the Insurer shall not be liable by reason of this Sub-Section in respect of damage to the towed vehicle or trailer or property being conveyed thereby
- (c) use of the vehicle for towing is not excluded by the effective Certificate of Insurance
- (d) such towing is not unlawful

Exceptions to Section I

The Insurer shall not be liable except as far as is necessary to meet the requirements of the Road Traffic Acts

- (a) to indemnify any person
 - (i) if such person is entitled to indemnity under any other Policy
 - (ii) unless such person shall observe fulfil and be subject to the Terms Exceptions and Conditions insofar as they can apply
- (b) in respect of death of or illness or bodily injury to any person
 - (i) arising out of and in the course of his/her employment by the person claiming to be indemnified by this Section
 - (ii) employed by the Policyholder arising out of and in the course of that employment
 - (iii) operating or driving the Vehicle or for such purposes in charge of the Vehicle
- (c) in respect of damage to property belonging to or in the custody or control of the Policyholder or the person claiming to be indemnified under this Section
- (d) in respect of damage to any vehicle in connection with which indemnity is provided by this Section or to anything in or on such vehicle
- (e) in respect of death illness bodily injury or damage to property directly or indirectly caused by or contributed to by or arising from
 - (i) wrongful delivery or specification of the load of the Vehicle
 - (ii) seepage contamination or pollution of any kind by the Vehicle or its load
 - (iii) any defect in the load of the Vehicle or its packaging
 - (iv) application of chemicals or chemical fertilisers to land or vegetation
 - (v) treatment commodities or services provided or supplied at or from the Vehicle
- (f) in respect of death illness bodily injury or damage to property in connection with
 - (i) the bringing of any load to the Vehicle for loading thereon or
 - (ii) the taking away of any load from the Vehicle after unloading therefrom
- (g) in respect of damage to aircraft at any airport or airfield
- (h) in respect of liability incurred by the Policyholder arising out of the operation as a tool of any Vehicle or of plant forming part of such Vehicle or attached thereto
 - (i) in respect of liability to any passenger not being carried legally or not on a fixed seat in the Vehicle

In this Section references to any Vehicle include any trailer attachment or Vehicle connected by any means whatsoever thereto where such use is not excluded by the effective Certificate of Insurance

Section 2

Loss of or damage to the Vehicle by fire or theft

The Insurer will indemnify the Policyholder against loss of or damage to the Vehicle (and its accessories and spare parts while thereon) by fire theft attempted theft subject to any excess applicable

The Excess

The Insurer shall not be liable for the first amount of any claim under this Section to the extent specified against Section 2 in the Schedule

Section 3

Windscreen Damage

The Insurer will indemnify the Insured against the breakage of glass in the windscreen or windows of the vehicle provided that no other damage has been sustained and provided that the amount of this indemnity does not exceed €650

Section 4

Accidental damage to the Vehicle

The Insurer will indemnify the Policyholder against loss of or damage to the Vehicle (and its accessories and spare parts while thereon) by accidental causes not otherwise excluded

The Excess

The Insurer shall not be liable for the first amount of any claim to the extent specified against Section 4 in the Schedule.

Clauses applicable to sections 2 and 4

- a) If the Vehicle is lost or in the Insurer's opinion beyond economical repair and to the knowledge of the Insurer is the subject of a hire purchase leasing or contract hire agreement any payment shall be made in priority to the owner to the extent of his legal entitlement
- b) If the Vehicle is disabled by reason of loss or damage insured under this Policy the Insurer will bear the reasonable cost of protection and removal to the nearest competent repairers and re-delivery after repair to the Policyholder
The Insurer may at its option require the Policyholder to place the Vehicle in a safe place of storage designated by the Insurer pending its repair or disposal
- c) Our maximum payment for any loss or damage under Section 2 or 4 will be the market value of Your Vehicle immediately preceding the incident but will not exceed any value declared to us prior to the loss.
- d) If the damage to Your Vehicle is contributed to or caused by it being driven through or into flood, submerged road or any body of water the Excess applicable to any such claim will be twice the amount shown on the Schedule

Exceptions to Section 2 3 and 4

The Insurer shall not be liable for

- a) loss of use depreciation wear and tear mechanical, electrical, electronic or computer failures or breakdowns or breakages
- (b) damage to tyres by application of the brakes or by punctures cuts or bursts

- (c) loss or damage occasioned by riot or civil commotion
- (d) loss or damage occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- (e) loss of or damage to skips containers sheets ropes chains toggles or dunnage
- (f) loss of or damage to radio telephones their component parts or ancillary equipment
- (g) loss of or damage to the Vehicle arising out of the operation as a tool of such Vehicle or of plant forming part of such vehicle or attached thereto
- (h) loss of or damage to the Vehicle resulting from its sinking slipping toppling or overturning at any site where the Vehicle is located for the purpose of work where the Vehicle or trailer has a hydraulic tipping mechanism
- (i) theft of the Insured Vehicle by any member of the Policyholder's family
- (j) loss or damage due to theft or any attempt thereat occurring while the keys or locking device of the Vehicle are left in on or about the Vehicle whilst the Vehicle is unattended
- (k) loss or damage to the Vehicle under Section 4 if such Vehicle is driven by or is in the custody of anyone under 25 years of age except where such cover has been specifically agreed by the Insurer and the Insurer shall not be liable for the first amount of such

claim as shown against Section 4 or Section 7D in the Schedule whichever amount is the larger

with such injury up to the sum of €320 in respect of each person injured

Section 5 Additional benefits

A Personal Accident

The Insurer will pay the following benefits to the driver of the Vehicle (or his/her legal personal representatives) in the event of his/her sustaining in connection therewith bodily injury by accidental external violent and visible means which independently of any other cause and within six calendar months results in

- (i) death €12,750
- (ii) complete and permanent loss of sight of any eye €12,750
- (iii) loss by severance of a limb at or above the wrist or ankle €12,750

Provided that

- (a) the Insurer shall not be liable to make payment in respect of bodily injury to any person who at the time of the injury has attained his/her 70th birthday
- (b) payment in respect of any one accident shall not exceed €12,750

B Medical Expenses

If in direct connection with the Vehicle the driver or any passenger shall sustain any bodily injury caused by accidental external violent and visible means the Insurer will at the Policyholder's request pay the medical expenses in connection

C Personal Effects

The Insurer will indemnify the Policyholder against loss of or damage to rugs clothing and personal effects while in or on the Vehicle by fire theft attempted theft accident or at the Policyholder's request the Insurer will indemnify the owner of the property

Provided that

- (a) the total liability of the Insurer under this Section shall be limited to €320 in respect of any one occurrence
- (b) compensation payable to any person other than the Policyholder shall be paid direct to such other person whose receipt shall be a full discharge

Exceptions to Section 5C

The Insurer shall not be liable in respect of loss of or damage to

- (a) money stamps tickets documents or securities
- (b) goods or samples carried in connection with any trade or business

6 No Claim Discount

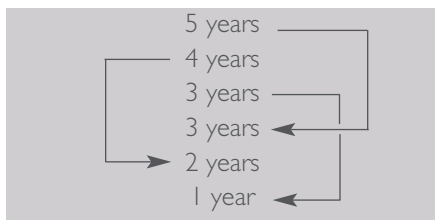
Provided no transfer of interest in this Policy has occurred and no claim has arisen during the Period of Insurance the renewal premium will be reduced by a No Claim Discount based on the Insurers five year scale Payments under Section 3 will not effect the discount

Step-back Clause

If a single claim arises during any Period of Insurance for which the premium has been reduced by three or more years

No Claim Discount on the Insurers scale the following reduction shall be applied from the next renewal

If two claims arise or are made during any Period of Insurance for which the premium has been reduced by five or more years No Claim Discount on the Insurers scale the reduction to be applied at next renewal will be to one years No Claim Discount



Deferment Clause

If any claim in the expiring Period of Insurance has been disregarded in calculation of the No Claim Discount shown in a renewal Schedule the Insurer may at its option treat such claim as having arisen during the Period of Insurance shown in the renewal Schedule

7 Variations of Cover

A Exclusion of damage by weight or vibration

Except so far as is necessary to meet the requirements of the Road Traffic Acts the Insurer shall not be liable for damage to any bridge viaduct or weighbridge or to any road or anything beneath by vibration or by the weight of the Vehicle or its load

B Exclusion of damage due to overturning

The Insurer shall not be liable under Section 4 for loss of or damage to the Vehicle resulting from its sinking slipping toppling or overturning at any site where the Vehicle is located for the purpose of work where the Vehicle or trailer has a hydraulic or tipping mechanism

C Exclusion of liability to passengers

Except so far as is necessary to meet the requirements of the Road Traffic Acts the Insurer shall not be liable to indemnify any person whose liability is covered against any person claiming in respect of injury to person or persons sustained in or on any vehicle in connection with which indemnity is provided by this Policy

8 Trailers

- A** The indemnity provided by Section 2 or 4 whichever is specified in the Schedule extends to any trailer specified in the Schedule while attached to the Insured Vehicle and used within the Limitations as to Use or while temporarily detached in the following circumstances
- (i) attended by the Policyholder or his employee
 - (ii) consequent upon an accident involving the Insured Vehicle
 - (iii) on premises in the occupation of the Policyholder
 - (iv) in the custody of a member of the Motor Trade for the purpose of its overhaul upkeep repair or testing
 - (v) in the custody of the Garda Siochana or other Public Authority for official testing

- B** The indemnity provided by Section 2 or 4 whichever is specified in the Schedule extends to any trailer or wheeled agricultural implement not designed for self propulsion attached to the Insured Vehicle and used within the Limitations as to Use subject to the Insurers maximum liability not exceeding €650

Clauses applicable to Sub-Sections 8A and 8B

- (i) The expression trailer includes agricultural implements and mobile plant provided that no such trailer implement or plant is designed for self-propulsion
- (ii) Section 8 shall not apply while any such trailer is attached to (or temporarily detached from) any vehicle not insured by this Policy
- (iii) The Insurer shall not be liable for the first €75 of any amount otherwise payable under Sections 2 or 4 but this clause shall not apply while such trailer is attached to the Vehicle or trailer in which case any excess applicable to the Vehicle shall apply to the Vehicle and the trailer as one unit
- (iv) The Insurer shall not be liable under Section 8 for loss of or damage to any trailer resulting from it's sinking slipping toppling or overturning at any site where the Vehicle or trailer is located for the purpose of work where such trailer has a hydraulic tipper mechanism

C Uncoupled Trailer Cover - Specified

The indemnity given to the Policyholder in respect of Liability to Third Parties under Section 1 of the Policy is extended in respect of the use of any trailer owned by the Policyholder or in such person's custody or control whilst uncoupled from the Vehicle in so far as is necessary to meet the requirements of the Road Traffic Acts
Provided that agreement to such

extension of cover is given by the Insurer for such trailer(s) and subject otherwise to the Terms Conditions and Exceptions of the Policy

D Uncoupled Trailer Cover - Non - Specified

The indemnity given to the Policyholder is extended in respect of Liability to Third Parties under Section 1 of the Policy in respect of the use of any trailer owned by or in the custody or control of the Policyholder whilst uncoupled from the Vehicle in so far as is necessary to meet the requirements of the Road Traffic Acts Provided that the unladen weight of such trailer is less than one Tonne and such use is within the limitations as to use of the Insured Vehicle
Subject otherwise to the Terms Conditions and Exceptions of the Policy

9 Motor Trade Internal Risks Insurance

A Damage Cover

The Insurer will indemnify the Policyholder against damage to any motor vehicle (including its accessories and spare parts while thereon) the property of the Policyholder or of any member of the Policyholder's family or household caused by accidental external and visible means and occurring in or on the Premises

The Insurer may at its own option repair reinstate or replace such vehicle or any part thereof or its accessories or spare parts or may pay in cash the amount of the damage

The total liability of the Insurer under this Section in respect of any one accident or number of accidents arising out of one cause shall not exceed the sum of €127,500.

Exceptions to Section 9A

The Insurer shall not be liable for

- (1) loss of use depreciation wear and tear mechanical or electrical breakage, electronic or computer failures or breakdown
- (2) damage to tyres by application of brakes or by punctures cuts or bursts
- (3) loss or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

B Third Party Cover

The Insurer will indemnify the Insured against liability at law for damages and claimant's costs and expenses in respect of

- (1) accidental death of or bodily injury to any person (other than a person in the Policyholder's service or a member of the Policyholder's family or household) the indemnity against liability for such being limited to €1,275,000 in respect of any one claim or number of claims arising out of one cause
- (2) accidental damage to
 - (a) any motor vehicle (including its accessories and spare parts while thereon) held in trust by or in the custody or control of the Insured other than a motor vehicle belonging to the Insured or a member of the Policyholder's family or householder an employee of the Insured
 - (b) other property not being property belonging to or held in trust by or in the custody or control of the Insured the indemnity against liability for such damage being limited to €127,500 in respect of any one claim or number of claims arising out of one cause as a result of an accident occurring in on or about the Premises through the negligence of the Insured or any person in the service of or acting on behalf of the Insured or by or through any defect in the Premises or in the ways works machinery or plant therein

The Insurer will pay in respect of any incident which may be the subject of indemnity under this Section costs and expenses incurred with the Insurers written consent subject to a maximum amount payable of €7,500,000 (seven million five hundred thousand Euro)

In the event of the death of the Insured the Insurer will in respect of the liability incurred by such person indemnify his or her legal personal representatives in the terms of and subject to the limitations of this Policy provided that such representatives shall as though they were the Insured observe fulfil and be subject to the Terms Exceptions and Conditions of this Policy in so far as they can apply

General Exceptions to Section 9

The Insurer shall not be liable for

- (1) damage to property caused directly or indirectly by fire or explosion
- (2) any consequence of theft housebreaking or larceny or any attempt thereat
- (3) damage to property sustained while it is being worked upon and directly resulting from such work
- (4) any defective workmanship
- (5) death injury or damage caused by or through any demolition of or structural alteration or addition to the Premises or by or through the installation of any equipment
- (6) death injury or damage caused by or through or in connection with the use by the Insured of power driven cranes elevators lifts or hoists other than car hoists having a lift not exceeding 6 feet
- (7) any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
- (8) death injury or damage resulting from the driving elsewhere than in or on the Premises of any vehicle by the Insured or any person in the service of or acting on behalf of the Insured
- (9) damage caused to any motor vehicle or its accessories or spare parts held in trust by or in the custody or control of the Insured or the property of the Insured or a member of the Policyholder's family or household by
 - (i) frost
 - (ii) exposure to weather
 - (iii) storm tempest or flood

Conditions Applying to Section 9

- 1 The Policyholder shall use care in the selection of competent employees and shall take all reasonable steps to safeguard from damage or loss the property in respect of which indemnity is hereby granted and to maintain the Premises in good repair and the Insurer shall have free access at all reasonable times to the premises and to examine by their authorised representative any vehicle insured thereunder

- 2 Prior to the commencement of cover the Policyholder will complete a Proposal and Declaration in the form required by the Insurer indicating the garage capacity and the address of the premises and the amount of wages salaries and other earnings to be paid to all employees during the period of insurance

The name of every employee and the amount of wages salary and other earnings to which such employee is entitled shall be fully and accurately recorded in a proper book kept for the purpose

The Insured shall at all times allow the Insurer its servants or agents to inspect such records and shall supply the Insurer with a correct account of all wages salaries and other earnings paid during any one period of insurance within one month of expiry of such period of insurance and if the total amount paid shall differ from the amount indicated at

the beginning of the period of insurance a further proportionate payment to the Insurer or a refund made by the Insurer as the case may be In the event of any extension or alteration of the Premises during the currency of this Policy the Insured shall immediately notify the Insurer in writing thereof and shall pay to the Insurer any adjusted premium required by them in respect of such extension or alteration

10 Endorsements

Subject otherwise to the Terms Exclusions and Conditions of the Policy the attached Endorsements shall apply

GENERAL EXCEPTIONS

(Applying to the whole Policy)

The Insurer shall not be liable

- 1 in respect of any claim arising while any Vehicle in connection with which indemnity is or would otherwise be provided under this Policy is being driven by or is for the purpose of being driven in the charge of any person unless the Policyholder has taken reasonable steps to ensure that such person holds a valid licence to drive the Vehicle where such licence is required by law and is not disqualified for holding or obtaining such a licence
- 2 in respect of any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
- 3 in respect of any claim arising while any vehicle in connection with which indemnity is provided by this Policy is being
 - (a) driven by or for the purpose of being driven in the charge of anyone other than a Driver whose driving is covered or
 - (b) used otherwise than in accordance with the Limitations as to Use
- 4 except so far as is necessary to meet the requirements of the Road Traffic Acts in the Republic of Ireland in respect of
 - A (i) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
 - (ii) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - (a) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (b) the radioactive toxic explosive or any hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - B war invasion act of foreign enemy hostilities or warlike operation (whether war be declared or not), civil war rebellion revolution insurrection riot or civil commotion
 - C any act of terrorism For the purpose of this Exclusion an act of terrorism means an act, including but not limited to the use of force or violence 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 or to put the public, or any section of the public, in fear
 - D any action in controlling, preventing, suppressing or in any way relating to c) or d) above
 - E any claim directly or indirectly resulting from
 - (i) the harmful effect of such Vehicle's load

GENERAL EXCEPTIONS

- (ii) negligence in delivering such Vehicle's load
- (iii) the provision of harmful treatment food or drink

If the Insurer alleges that by reason of this Exception any liability, loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be the Policyholders

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

5 Motor Trade Insurance

Where the occupation (including part-time) of the Policyholder is that of a Garage Owner or Motor Trader the Insurer will be under no liability under this Policy while the Vehicle is elsewhere than in a public place (as defined by the Road Traffic Acts)

Except

- i) in or on any private dwelling house of the Policyholder or any driver whose driving is covered
- ii) in or on the business premises owned or occupied by the Policyholder where no more than two vehicles are in or on such premises

6 Computer Faults and Viruses

In respect of any loss damage breakage or destruction to any property or consequential loss or liability directly or indirectly caused by or contributed to by or arising from

- 1 the failure or inability of any electronic equipment to
 - a) correctly recognise any data or
 - b) correctly capture save retain manipulate interpret or process any data information data command or instruction whether or not such had been programmed into such equipment
- 2 interruption of or interference with data in electronic equipment resulting in the loss destruction or corrupted transmission or corruption of data
- 3 the transmission or impact of any Virus, Worm, Logic Bomb, Trojan Horse or the like
- 4 Unauthorised access to a system or data

For the purpose of this Exception data means information represented or stored electronically including but not limited to code series of instructions operating systems software programs and firmware

CONDITIONS

1 Policyholder's duty

Cover may not operate if any Material Information has been withheld or is inaccurate or misleading.

Please note specifically that failure to disclose all material information, or disclosures of false information could result in the policy becoming void, a claim not being paid, claims paid being recovered from you, you becoming liable for additional premiums which we reserve the right to collect and Terms and Conditions of the policy being amended.

Should we take any of these actions against you, then you will be obliged to disclose them on any future request for cover or quotation. These are considered as the application of Terms and this enforced action by us, may affect your ability to get insurance cover in the future. Material information is any fact that RSA Insurance Ireland DAC (RSA) would regard as likely to affect the acceptance or assessment of the risk.

It is recommended that you keep a record (including copies of letters) of all information supplied for the purpose of this insurance. In addition, by signing the declaration on the Proposal Form, you warrant and represent to us that in respect of any information of any person which you provide to us, you have the authority of that person to disclose such information to us and for all the purposes set out in this form and to give the consents set out above on behalf of each such person.

We reserve the right to reassess cover and premium following notification of any Material Information.

2 Care of the Vehicle

The Policyholder shall take all reasonable precautions to safeguard the Vehicle from loss or damage and maintain it in an efficient and roadworthy condition. The Insurer shall have at all times free access to examine such Vehicle.

3 Claims

- (a) The Policyholder must report all accidents and/or claims and subsequent developments to the Insurer as soon as reasonably possible.
- (b) Every letter claim writ or other document relating to any accident claim or civil proceeding must be sent to the Insurer immediately and unacknowledged.
- (c) No admission of liability or promise of payment may be made without the Insurer's written consent.
- (d) The Policyholder will give all information and assistance as required.
- (e) The Insurer shall have full discretion in conducting the defence or settlement of any claim and prosecuting in the name of the Policyholder any claim for indemnity or damages.
- (f) The Insurer may at any time pay the amount of indemnity provided by this Policy after deduction of any sum or sums already paid or any less amount for which any claim or claims arising out of one occurrence can be settled and then relinquish the conduct and control thereof and be under no further liability in respect thereof except for the payment of costs and expenses incurred prior to the date of such payment.

4 Other Insurance

If any loss damage or liability (other than under Section a) which is the subject of a claim under this Policy is or would be but for the existence of this Policy be insured under any other insurance the Insurer shall not be liable under this Policy except to the extent of any excess beyond the amount payable under such other insurance had this Policy not been effected

5 Cancellation & Mid-Term Alterations

This Policy may be cancelled

- (a) By us by sending 10 days notice, or, in the case of cancellation due to a default of installment payments 21 days notice, to the Insured at the last known address. If we cancel the Policy we will return the portion of the premium for the unexpired Period of Insurance
- (b) by you at any time by providing written confirmation and returning the Certificate of Insurance to us. Cover will cease from the date of receipt of your instruction or the Certificate of Insurance whichever is the later. Provided there has been no claim during the Period of Insurance we will refund the premium paid less an amount calculated at our Short Period Rates subject to Condition 5c)
If the Policy is cancelled within the first 14 days then Refer to Condition 8 Cooling Off Period, otherwise:

| | |
|-----------|------------|
| 1st month | return 80% |
| 2nd month | return 70% |
| 3rd month | return 60% |
| 4th month | return 50% |
| 5th month | return 40% |

| | |
|--------------------|------------|
| 6th month | return 30% |
| 7th month | return 20% |
| 8th month | return 10% |
| 9th month or later | no refund |

c) Cancellation Procedures

No refund of premium will be made under either 5a) or 5b) above if the effective Certificate of Insurance has not been returned to and received by us. We will deduct an amount in respect of fixed expenses from any return due to the Insured following cancellation of this Policy under condition 5a) or 5b)

d) Mid Term Alteration

Where any change to the cover provided by this policy and agreed by the insurer, results in additional premium payable by the policyholder to the insurer of not more than €25, inclusive of levy, then the Insurer will not charge in respect of such additional premium.

Where any change to the cover provided by this policy and agreed by the insurer, results in a return premium due to the policy holder from the insurer of not more than €25, inclusive of levy, then the Insurer will not rebate the policyholder in respect of such premium.

6 Laws relating to compulsory insurance

If the Insurer is obliged by the law of the country to make a payment for which the Insurer would not otherwise be liable under this Policy the Policyholder shall repay the amount to the Insurer

7 Disclosure of Convictions, Offences or Penalty Points

If you or any driver whose driving is covered by this Policy is convicted of any Criminal offence or any offence under the Road Traffic Acts or has had a fixed penalty imposed, this is a Material Fact and the following information must be disclosed before the next renewal of the Policy:

- a) The type of offence(s)
- b) The penalty imposed including the number of any penalty points imposed
- c) The dates of the conviction(s) or penalty imposed
- d) The Driver Numbers printed on the licence of the driver on whom the penalty has been imposed.

mean that no Policy was ever in place and we will refund any premium paid. No claim may be made at a later date.

Deferment Clause

If any offence, for which you or any other driver whose driving is covered by this policy have been convicted, in the expiring Period of Insurance has been disregarded when calculating renewal terms & premium the Insurer may at its option treat such offence as having arisen during the Period of Insurance shown in the Renewal Schedule

8 Cooling off Period

You have the right to withdraw from this Policy provided

- a) there has been no claim made within 14 days of the starting date of cover or the date on which you receive the full terms and Conditions of the Policy whichever is later
 - b) the Certificate and Disc of Insurance issued to you have been returned to us.
- If you choose to exercise this right it will

DATA PROTECTION NOTICE

RSA Insurance Ireland DAC recognise that protecting personal information including sensitive personal information, is very important and we recognise that you have an interest in how we collect, use and share such information.

Please read the following carefully as it contains important information relating to the information that you give us or has been provided to us on your behalf. If you provide information relating to anyone other than yourself, you are responsible for obtaining their consent to the use of their data in the manner outlined below.

What Does RSA do with Your Personal Data

Information you provide will be used by RSA for the purposes of processing your application and administering your insurance policy. RSA may need to collect sensitive data relating to you (such as medical or health records or convictions) in order to process your application and/or any claim made.

All information supplied by you will be treated in confidence by RSA and will not be disclosed to any third parties except (a) to our agents, sub-contractors and re-insurers (b) to third parties involved in the assessment, administration or investigation of a claim, (c) where your consent has been received or (d) where permitted by law. In order to provide you with products and services this information will be held in the data systems of RSA or our agents or subcontractors.

RSA may pass your information to other

companies for processing on its behalf. Some of these companies may be based outside the EEA, but in all cases RSA will ensure that its transfers of data are lawful and that your information is kept securely and only used for the purposes for which it was provided.

Calls to RSA may be recorded for quality assurance or verification purposes.

Fraud Prevention, Detection & Claims History

In order to prevent and detect fraud and the non-disclosure of relevant information RSA may at any time:

- Share information about you with companies within the RSA Insurance Group, other organisations outside the RSA Group including where applicable private investigators and public bodies including An Garda Síochána;
- Check and / or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this.

RSA may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for you ;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your insurance policies with RSA;
- Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity;
- Undertake credit searches and additional fraud searches.

DATA PROTECTION NOTICE (CONTINUED)

Insurance Link Database

Information about claims (whether by our customers or third-parties) made under policies that we provide is collected by us when a claim is made and is placed on an insurance industry database of claims known as Insurance Link. This information may be shared with other insurance companies, self insurers or statutory authorities. This information includes the claimant's name, address and date of birth and the type of injury or loss suffered.

Insurance companies share claims data:

- a. to ensure that more than one claim cannot be made for the same personal injury or property damage
- b. to check that claims information matches what was provided when insurance cover was taken out
- c. when required, to act as a basis for investigating claims when our recorded information is incorrect or when we suspect that insurance fraud is being attempted.

The purpose of Insurance Link is to help us identify incorrect information and fraudulent claims and, therefore, to protect customers. RSA also reserve the right to use Insurance Link information at underwriting stage. More information about Insurance Link can be found at www.inslink.ie

Guidelines for sharing your information with other insurance companies, self-insuring organisations or statutory authorities are contained in the Data

Protection Commissioner's Code of Practice on Data Protection for the Insurance Sector which is available at www.dataprotection.ie.

Under the Data Protection Acts 1988 and 2003 you have a right to know what information about you and your previous claims is held on Insurance Link. If you wish to exercise this right, then please contact us at the address below.

How to contact us

On payment of a small fee you are entitled to receive a copy of the information we hold about you and to seek rectification of any inaccurate data. If you have any questions, or you would like to find out more about this notice you can write to the Data Protection Officer, RSA Insurance Ireland DAC, Dundrum Town Centre, Sandymount Road, Dundrum, Dublin 16.

Consent

By providing us with your information you consent to all of your information being used, processed, disclosed and retained as set out above.

RSA CUSTOMER SERVICE

Customer Complaints Procedure

We are committed to providing our customers with a high standard of service at all times. If you have a complaint in connection with company service, the details of your policy, perceived conflict of interest or treatment of a claim please contact your Insurance Broker or our Customer Service team at;

RSA Insurance Ireland DAC
RSA House
Dundrum Town Centre
Sandyford Road
Dublin 16
D16 FC92.
Telephone: 1890 290 100 Outside
Ireland: 00353 1 290 1000
Email: complaints@ie.rsagroup.com

In the event of your complaint not being resolved to your satisfaction you may contact The Insurance Information Service, Insurance Ireland, Insurance Centre, 5 Harbourmaster Place, IFSC, Dublin 1, DO1 E7E8. Telephone (01) 676 1820 or the Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Telephone 1890 882 090 or (01) 662 0899.

Contract Law

The parties to a contract of insurance covering a risk situated in the Republic of Ireland, are permitted to choose the law applicable to the contract. This insurance contract will be governed by Irish Law.



RSA, RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16.
Telephone: 1890 290 100 Facsimile: (01) 290 1001

RSA is a registered business name of RSA Insurance Ireland Designated Activity Company (DAC). RSA Insurance Ireland DAC trading as RSA is regulated by the Central Bank of Ireland and registered in Ireland under number 148094 with registered office at RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16. The underwriter is RSA Insurance Ireland DAC which is a member of the RSA Group.