



# Capital Light Commercial Vehicle Insurance

## Policy Document





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# Welcome

Your Capital Light Commercial Vehicle Insurance Policy, arranged by Arachas Corporate Brokers Limited t/a Arachas, Capital Insurance Markets, Capital IM, Covercentre, is a contract between you (the Insured) and the Insurer. This Insurance policy is underwritten by Zurich Insurance PLC.

Your Motor Insurance Contract consists of three documents:

- **The Policy**

This Booklet, which includes Definitions, Extent of Cover and any further Endorsements (either specified in the Schedule or issued at a later date). Under the relevant European and Irish Legal provisions, the parties to this contract of insurance, we, Zurich Insurance plc and you, the Insured, are free to choose the law applicable to the contract. We propose that this contract is governed by Irish Law.

- **The Schedule**

Which includes details of the Insured, the Vehicle, the Cover and the Period of Insurance.

- **The Certificate of Motor Insurance**

Which is required by law. It may be detached for production to Licencing or Legal Authorities.

Please read these documents carefully and keep them in a safe place. If they do not meet your requirements or if you have any queries regarding the cover or terms and conditions, please contact your Insurance Broker or Zurich Insurance plc.

## **Change of policy details**

Alterations to:

- the vehicle you drive
- the purpose for which it is used
- your address
- occupation
- the drivers permitted to use your vehicle must be notified to us to ensure that cover operates.

# Emergency Assistance

To assist our customers when the unexpected happens, we, in conjunction with our assistance company will provide the following benefits:

- **Emergency Helpline**

**A 24 hour, 365 day Emergency Helpline – 1890 208 408**

If your vehicle is immobilised or you have an accident anywhere in the Republic of Ireland, you should contact the Emergency Helpline. We will arrange for someone to come to your assistance as soon as possible. You pay the cost of such assistance but gain the benefit of special rates negotiated by our assistance company. Any outlay for which you are entitled to claim under your policy will be reimbursed to you.

## What you Should do:

### In the Event of an Accident

1. Note the registration of the vehicles involved. If there is damage to any other vehicle or property exchange names and addresses with any person having reasonable grounds for asking and ask the other party for their insurance details. **Do not admit liability for the accident.**
2. If the accident involves injury to persons or certain animals, you are required by law to report the incident to the Gardaí or local police if abroad as soon as possible and in any case within 24 hours. However, in the event of a minor material damage accident it is not necessary to obtain immediate Garda attendance at the scene and the carriageway should not remain obstructed.
3. Record details of all injuries and damage sustained. Draw a plan of the accident location to include approximate road measurements.
4. Show the position of road signs, markings, traffic signals and vehicles involved. Take photos if possible.
5. Obtain the names and addresses of any witnesses.
6. Please notify us of your accident within 48 hours on our **24 Hour Emergency Helpline 1890 208 408.**

We will send you an accident report form. This must be completed and returned to us as soon as possible (but no later than 48 hours from the date of the accident).

7. Let us know if you receive notice of any prosecution or if other parties are to be prosecuted as a result of the accident.
8. If your vehicle is stolen or damaged as a result of theft or malicious damage, immediately report the matter to the Garda or police station nearest to the location.
9. All correspondence from third parties, their Insurers or representatives should be sent to us unanswered as soon as possible after receipt.
10. All Zurich customers can now avail of our new Claims Assistance Helpline, where queries regarding your claim will be dealt with. **1890 208 408** (24 hours, 365 days a year).

## Claims Notification Period

Please note that all claims must be notified to Zurich within 48 hours of their occurrence.

Please refer to the General Exceptions and Conditions section of this document and familiarise yourself with your obligations as failure to comply with the policy conditions could result in your claim being refused.

# The Contract of Insurance

In consideration of the premium having been paid (or agreed to be paid) by the Insured, we, Zurich Insurance plc, (The Insurer) will provide insurance in accordance with the policy cover indicated in the Schedule. This cover will apply in respect of events occurring in the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands during the period of insurance specified in the Schedule, or any subsequent period for which the Insurer may accept payment for renewal of this policy.

The Statement of facts issued to the Insured are factual basis of the contract. For and on behalf of Zurich Insurance plc ('Zurich').

Zurich Insurance plc  
Registered Office: Zurich House, Ballsbridge Park, Dublin 4.

# Definitions

This Policy, the Schedule and the Certificate of Motor Insurance and any subsequent Endorsements should be read as if they are one document. Any word/expression to which a specific meaning has been attached in any part shall have the same meaning wherever it appears. Throughout the contract the following words/expressions have a specific meaning wherever they appear and are defined as follows:

- **The Insured Vehicle**

Is the vehicle in respect of which a Certificate of Motor Insurance specifying the Registration Number has been issued.

- **Passenger**

Is any person (other than the driver) who is in the Insured Vehicle or its attached trailer or attached disabled mechanically propelled vehicle or who is getting into or out of such vehicle or trailer.

- **Trailer**

The definition of Trailer is deemed to include any semi-trailer so constructed that when attached to its tractor unit it is partially superimposed thereon.

- **Cover**

There are three different types of cover available. The details of the cover provided by this Policy are stated on the Schedule. This cover can however be varied by subsequent Endorsements

<b>Comprehensive</b>	All sections in this Policy are operative.
<b>Third Party Fire and Theft</b>	All sections in this Policy are operative with the following exceptions: Section 2 (except for loss or damage by: (a) fire, lightning, self-ignition or explosion. (b) theft or any attempt thereat).
<b>Third Party Only</b>	All sections of this Policy are operative with the following exceptions: – Section 2. – Section 3 Additional Benefit No. 3, rebate for laying up is 80% of the rateable proportion of the premium.



# Section 1: Liability to Third Parties

## 1. Indemnity to the Insured

- (a) The Insurer will indemnify the Insured against liability at law for damages and claimant's costs and expenses in respect of the death of or bodily injury to any person and damage to property where such death or injury or damage arises out of an accident caused by or in connection with:
  - (i) the Insured Vehicle
  - (ii) the loading or unloading of the Insured Vehicle
  - (iii) any trailer or disabled mechanically propelled vehicle which is attached to or under tow (as permitted by law) by the Insured Vehicle.

The liability of the Insurer in respect of damage to property shall not exceed the Third Party Property Damage Limit stated in the Schedule, in respect of any one accident or series of accidents arising out of one event.

- (b) The Insurer will pay all legal costs incurred with their written consent in connection with any claim covered by this Section.
- (c) In respect of any event which may be the subject of indemnity under this Section the Insurer will also pay:
  - (i) the Solicitor's fees for representation at any coroners inquest/fatal inquiry or Court of Summary Jurisdiction
  - (ii) the legal costs of defence against a charge of manslaughter or causing death by reckless driving subject to a limit of €1,275 in respect of any one charge.

## 2. Indemnity to other persons

Subject to the terms and limitations of this Section the Insurer will also indemnify:

- (a) Any person who is entitled by this Policy to drive the Insured Vehicle and who is driving on the order or with the permission of the Insured except a person in the Motor Trade driving the Insured Vehicle for purposes necessitated by the overhaul, upkeep and/or repair of the vehicle.
- (b) In the event of the death of any person entitled to indemnity under this Policy, their legal personal representatives Provided always that:
  - (i) the liability of the Insurer is not increased thereby
  - (ii) such legal personal representatives shall, as though they were the Insured, observe, fulfil and be subject to the terms, limitations, Exceptions and Conditions of this Policy so far as they can apply.
- (c) At the Insured's request their employer or business partner but only in respect of the Insured's negligence while the Insured is driving or using a vehicle on their business, provided the driving and use is permitted by the Certificate of Motor Insurance.

The liability of the Insurer in respect of damage to property shall not exceed the Third Party Property Damage Limit stated in the Schedule, in respect of any one accident or series of accidents arising out of one event.

### **3. Exceptions to Section 1: Liability to Third Parties**

The Insurer shall not be liable:

- (a) Under No. 2 'Indemnity to other persons'
  - (i) unless the person driving holds a licence to drive the Insured Vehicle or has held and is not disqualified from holding or obtaining such a licence
  - (ii) if, to the knowledge of the person claiming to be indemnified, the person driving does not hold a licence to drive the Insured Vehicle unless the person driving has held and is not disqualified from holding or obtaining such a licence
  - (iii) if such person is entitled to indemnity under any other policy
  - (iv) unless such person shall, as though he/she were the Insured, observe, fulfil and be subject to the terms, limitations, Exceptions and Conditions of this Policy so far as they can apply.
- (b) In respect of damage to property belonging to or held in trust by or in the custody or control of the person claiming to be indemnified under this Section.
- (c) In respect of loss of or damage to the Insured Vehicle or any vehicle being driven by the Insured.
- (d) (Except so far as is necessary to meet the requirements of the Road Traffic Acts) in respect of personal injury to any person which is sustained while that person is in or on any part of the Insured Vehicle.
- (e) In respect of the death of or bodily injury to any person (including any passenger) sustained while in or on any trailer, semi trailer or caravan, covered by this Policy, whether coupled to the Insured Vehicle or otherwise.
- (f) In respect of loss of or damage to any trailer or disabled mechanically propelled vehicle covered by this Policy or to any property carried in or on such trailer, disabled mechanically propelled vehicle or the Insured Vehicle.
- (g) In respect of the death of or bodily injury to any person (employed by the person claiming to be indemnified under this Policy) arising out of and in the course of such person's employment except so far as is necessary to meet the requirements of the Road Traffic Acts.
- (h) In respect of the death of or bodily injury to any person or damage to property directly or indirectly caused by or arising from:
  - (i) wrongful delivery or specification of the load of the Insured Vehicle
  - (ii) seepage contamination or pollution of any kind by the Insured Vehicle or its load

- (iii) any defect in the load of the Insured 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 Insured Vehicle.
- (i) In respect of the death of or injury to any person or damage to property which occurs beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to the Insured Vehicle for loading thereon or the taking away of the load from the Insured Vehicle after unloading therefrom.
  - (j) death or bodily injury to anyone driving or in charge of the Insured Vehicle.

## Section 2: Loss of or Damage to the Insured Vehicle

1. The Insurer will indemnify the Insured against loss of or damage to the Insured Vehicle and its accessories and spare parts subject to Exception 5(j) on page 10.

The Insurer's liability under this Section shall not however exceed the market value of the Insured Vehicle immediately before the loss of or damage to the Insured Vehicle or the Insured's estimate of the value of the Insured Vehicle (as last advised to the Insurer), whichever is the less.

2. **Hire Purchase and Leasing Agreements**

If to the knowledge of the Insurer the Insured Vehicle is the subject of a hire purchase or leasing agreement any payment for loss of or damage to the Insured Vehicle which is not made good by repair, reinstatement or replacement may at the discretion of the Insurer be made to the owner whose receipt shall be a full and final discharge of the Insurer's liability.

3. **Repairs to the Insured Vehicle**

Reasonable and necessary repairs may be authorised by the Insured without previously obtaining the consent of the Insurer provided that:

- (a) notification (in accordance with Condition No. 1 'Claims' on page 16) is given to the Insurer without delay

and

- (b) a detailed estimate of the cost of repairs is sent to the Insurer as soon as possible.

4. **Recovery and Re-delivery**

In connection with any claim covered by this Section, the Insurer will also pay the reasonable cost (up to a maximum cost of €200, inclusive of VAT) of removing the Insured Vehicle to the premises of the nearest competent repairer and re-delivering the Insured Vehicle from such premises after repair.

## 5. Exceptions to Section 2: Loss of or Damage to the Insured Vehicle

The Insurer shall not be liable for:

- (a) wear and tear
- (b) depreciation
- (c) loss of use
- (d) mechanical, electrical, electronic or computer breakage, failure or breakdown
- (e) damage to tyres caused by the application of brakes or by cuts, punctures or bursts
- (f) loss of or damage to the Insured Vehicle directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
- (g) any reduction in the market value of the Insured Vehicle as a result of repairs to the Insured Vehicle
- (h) loss of or damage to the Insured Vehicle caused by deception by a purported purchaser or his/her agent where a contract of sale has or is purported to have been concluded
- (i) loss of or damage to any trailer or to property being carried in or on any trailer, disabled mechanically propelled vehicle or the Insured Vehicle
- (j) loss of or damage to accessories which are other than as provided for in the manufacturers specification where the amount of loss for a particular accessory exceeds 10% of the current estimated value of the Insured Vehicle at the time of loss or €325 whichever is the less. Accessories are deemed to include all types of vehicle audio, two way radio and telephone systems but not mobile phones which can be detached and operated outside the vehicle
- (k) more than €150 for a windscreen replacement or €50 for a windscreen repair in respect of any one claim for accidental breakage of the windscreen or of the windows of the Insured Vehicle (and any scratching of the bodywork resulting solely and directly from such breakage). The most the Insurer will pay in a period of insurance is €350.

The Insurer must be notified of any pending loss before proceeding with any repair or replacement. The above limits and Insurer notification requirement do not apply if the vehicle is taken to and repaired by one of the Insurer's Approved Windscreen Replacement Agents. You should contact the 24 Hour Emergency Helpline 1890 208 408.

The Insurer shall not be liable for the first €30 in respect of each and every claim for breakage of the windscreen or of the windows of the Insured Vehicle (and any scratching of the bodywork resulting solely and directly from such breakage), when the windscreen and/or the windows of the Insured Vehicle are replaced.

Windows are deemed to include the front, back and side windows but exclude sunroofs, panoramic roofs, mirrors and lights.

In addition to the above the Insurer shall not be liable for:

- i. any part or accessory of the Insured Vehicle that may become obsolete or

- unattainable from the makers, the most the Insurer will pay for the part or accessory is limited to the cost of the part or accessory as set out in the makers last current price list together with the current labour charges for fitting the part or accessory
- ii. the extra cost of parts or accessories (including the import costs of such parts or accessories) above the price of similar parts and accessories received from the manufacturer's European representatives
  - iii. any modification to the Insured Vehicle, unless they form part of the manufacturer's standard specification or are optional extras that the Insurer has agreed to cover in writing
  - iv. loss or damage in connection to Windscreen Cover for vehicles that are temporarily covered
  - v. loss or damage caused by any deliberate act of the Insured
- (l) the VAT (value added tax) on any repair or replacement to the Insured Vehicle, if the Insured is registered for VAT
  - (m) any taxes that the Insured may be exempt from or entitled to claim back under a government subsidy, scheme and/or grant
  - (n) loss or damage to the Insured Vehicle as a result of the use of green diesel
  - (o) should any part or accessory of the Insured Vehicle become obsolete or unattainable from the makers, the most the Insurer will pay for the part or accessory is limited to the cost of the part or accessory as set out in the makers last current price list together with the current labour charges for fitting the part or accessory
  - (p) the extra cost of parts or accessories (including the import costs of such parts or accessories) above the price of similar parts and accessories received from the manufacturer's European representatives
  - (q) any modification to the Insured Vehicle, unless they form part of the manufacturer's standard specification or are optional extras that the insurer has agreed to cover in writing
  - (r) any vehicle storage costs, unless explicitly agreed by the Insurer in writing
  - (s) loss or damage by theft or attempted theft while the keys are in or on the Insured Vehicle
  - (t) theft and/or unauthorised taking of the Insured Vehicle by any member of the Insured's family or household, unless the Insured can provide the Insurer with written confirmation that the Insured has instructed the Gardai or local police (if abroad) to proceed with prosecution for such a theft
  - (u) loss or damage to the Insured Vehicle as a result of the use of substandard or contaminated fuel, lubricant or parts.

## Section 3: Additional Benefits

### 1. Foreign Travel Cover

#### (a) Cover Provided

The cover provided by Section 1 'Liability to Third Parties' is extended to provide the minimum indemnity required to comply with the laws relating to the compulsory insurance of motor vehicles whilst the Insured Vehicle is being used:

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

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

- (b) Subject to the payment of the appropriate additional premium, the Insurer will provide the policy cover stated in the Schedule in respect of the Insured Vehicle for an agreed period while the Insured Vehicle is being used in any of the countries specified under Part (a) of this benefit.

#### (c) Customs Duty

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

#### (d) Bail Bonds

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

- (i) the person driving the Insured Vehicle with the Insured's authority at the time of the accident is detained  
or
- (ii) the Insured Vehicle is impounded by the competent authorities

and a guarantee or monetary deposit is required for their release the Insurer will provide such guarantee or deposit not exceeding €1,275 in all.

Immediately the guarantee is released or the deposit becomes recoverable the Insured or the person driving must comply with all necessary formalities and give the Insurer

any information and assistance that may be required to obtain the cancellation of the guarantee or the return of the deposit.

If the guarantee or deposit is wholly or in part forfeited or taken for the payment of fines or costs in or as a result of any penal proceedings against the Insured or the person driving, the Insured must repay such amounts to the Insurer on demand.

(e) Transit

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

- (i) road, rail, inland waterway, lift or elevator
- (ii) sea (and during the process of loading and unloading incidental thereto) between any ports

in countries to which the Policy applies.

**2. No Claim 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 from the renewal premium on the following scale:

Claims Free Period of Insurance	No Claims Discount
1 Year	10%
2 Years	20%
3 Years	30%
4 Years	40%
5 Years or more	55%

- (b) The Policy may provide No Claims Discount Protection as indicated on the Schedule. If this is the case the details of the protection provided will be set out clearly by endorsement.
- (c) If the Policy provides cover for accidental breakage of the windscreen or of the windows of the Insured Vehicle (and any scratching of bodywork resulting solely and directly from such breakage) any claims in respect of such damage will not affect the No Claim Discount.

### **3. Rebate for Laying Up**

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

The current Certificate(s) and Disc(s) of Motor Insurance must be returned to the Insurer and suspension of cover will only be effective from the date these documents are received by the Insurer.

If the period of suspension is more than thirty consecutive days the Insurer will refund to the Insured a sum equal to seventy-five per cent of the rateable proportion of the premium for such period.

### **4. Fire Brigade Charges**

In respect of any event which may be the subject of indemnity under this policy the Insurer will also pay for charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 to control or put out a fire in the Insured Vehicle or remove the driver or passengers from the Insured Vehicle using cutting equipment, subject to the limit shown on the Schedule respect of any one incident.

### **5. Replacement of Locks**

The Insurer will pay up to the limit shown on the Schedule towards the cost of replacing and fitting door and boot locks, the ignition/steering lock and electronic locking mechanisms to the Insured Vehicle where the keys or lock transmitter of the Insured Vehicle are stolen from the Insured's home, or any other building, boat or caravan where the Insured is temporarily residing, provided that such stealing involves entry to or exit from such property using forcible and violent means.

Exceptions to this Benefit

1. The Insurer will not be liable in respect of any claim arising where the keys or lock transmitter have been stolen by deception or fraud, or stolen by a member of the Insured's family.
2. The Insurer will not be liable in respect of any claim where the theft of the keys or lock transmitter has not been reported to the police immediately upon discovery.



# General Exceptions And Conditions

## Exceptions

1. The Insurer shall not be liable in respect of any claim arising while the Insured Vehicle is being used or driven:
  - (a) otherwise than as stated in the Schedule or as permitted under 2(a) of Section 1 'Liability to Third Parties' on page 7
  - (b) to the knowledge of the Insured in an unsafe or unroadworthy condition
  - (c) unless the person driving holds a licence to drive the Insured Vehicle or has held and is not disqualified from holding or obtaining such a licence
  - (d) if, to the knowledge of the person claiming to be indemnified, the person driving does not hold a licence to drive the Insured Vehicle unless the person driving has held and is not disqualified from holding or obtaining such a licence
  - (e) outside of the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man or the Channel Islands, except as permitted under Section 3 Additional Benefit No.1 'Foreign Travel Cover': on page 12.
2. The Insurer shall not be liable for:
  - (a) any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power
  - (b) any accident injury loss or damage (except that which is covered under Section 1 'Liability to Third Parties') arising during or in consequence of:
    - (i) earthquake
    - (ii) riot or civil commotion
  - (c) any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
3. The Insurer shall not be liable for:
  - (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
  - (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
    - (i) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
    - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

4. The Insurer shall not be liable for any accident, injury, damage, loss (including consequential loss) or any liability of whatsoever nature while the Insured Vehicle is in or on that part of an aerodrome, airport, airfield or military base provided for:
- (a) the take off or landing of aircraft and for the movement of aircraft on the surface
  - (b) aircraft parking aprons including associated service roads, refuelling areas and ground equipment parking areas.
5. Terrorism Exclusion Endorsement

The Insurer shall not be liable for any loss, damage, cost or expense of whatsoever nature (except that which is covered under Section 1 'Liability to Third Parties'), directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement 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.

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 any act of terrorism. If the Insurer alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured.

6. The Insurer shall not be liable for any loss or damage to any vehicle insured under this policy which is provided under Section 2: 'Loss of or Damage to the Insured Vehicle', if the Insured or any insured driver are subsequently convicted of, or during such time that there is a prosecution pending, for driving under the influence of alcohol or drugs contrary to Road Traffic Act legislation.

In addition, if following a road traffic accident the Insured or any insured driver are convicted of driving under the influence of alcohol or drugs contrary to Road Traffic Act legislation the Insurer will be entitled to recover all monies paid in respect of any loss or claim arising from the road traffic accident from the Insured.

## Conditions

### 1. Claims

- (a) In the event of any accident, injury, loss or damage likely to give rise to a claim under this Policy the Insured must:
- (i) no later than 48 hours from the date of the event notify the Insurer and provide all information and assistance that the Insurer may require
  - (ii) send to the Insurer any letter, claim, writ, summons or legal process (unanswered) as soon as it is received
  - (iii) notify the Insurer in writing as soon as he/she becomes aware of any impending prosecution or coroners inquest involving any person entitled to be indemnified under this Policy.

- (b) For the purposes of this part of the condition only, the expression 'Insured Person' shall mean The Insured (as stated on the Schedule) and any other person entitled to be indemnified under this Policy.
  - (i) The Insured Person (or the Insured Person's agent) shall not make any admission of liability or offer or promise of payment but shall permit the Insurer to have the sole conduct of all negotiations or legal proceedings.
  - (ii) The Insurer shall be entitled to use the name of the Insured Person for the purpose of resisting or enforcing any claim and the Insured Person shall give to the Insurer all reasonable assistance in connection therewith and shall act in all cases in the best interests of the Insurer.
  - (iii) The Insurer shall have full power to settle any claim or part thereof without reference to the Insured Person and in the event of any dispute between the Insurer and the Insured Person such settlement shall have the effect for all purposes as if it were made with the concurrence of the Insured Person notwithstanding that such settlement may be made without admission of liability.
- (c) In the event of any one claim or series of claims arising out of any one event in respect of damage to property, the Insurer may at any time pay to the Insured the amount of the indemnity provided by this policy (after deduction of any sum or sums already paid as compensation) or any less amount for which such claim or claims can be settled and from the date such payment is made, the Insurer shall relinquish control of the negotiations and legal proceedings in connection with such claim or claims. From the date of such payment the Insurer shall have no further liability in connection with such claim or claims other than the costs and expenses incurred with the Insurer's written consent prior to the date of such payment.

## **2. Fraudulent claims**

If the Insured or any person entitled to be indemnified under this Policy shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise this Policy shall become void and all claims hereunder shall be forfeited.

## **3. Cancellation**

This Policy may be cancelled:

- (a) by the Insurer sending to the Insured 10 days notice of cancellation by registered post to the Insured's last known address
- (b) by the Insured, but such instruction will only be effective from the date of receipt by the Insurer of the Certificate of Motor Insurance and Insurance Disc.

The Insurer will in either event return to the Insured a proportionate part of the premium paid in respect of the unexpired term of the Policy subject to the following:

- (i) no refund will be allowed if an incident giving rise to a claim occurred during the period of insurance
- (ii) no refund will be allowed if the premium for the period of insurance has not been paid to the Insurer
- (iii) if cancellation is at the request of the Insured and during the first period of insurance an administration charge will be deducted from any refund allowed.

Any cancellation by either the Insurer or the Insured shall be without prejudice to any rights or claims of the Insurer or the Insured arising prior to the expiration of such notice of cancellation.

#### **4. Instalment defaults**

Where the Insured has agreed under a separate credit agreement to pay the premium by instalments, any default in payment on the due date will automatically terminate the Policy cover immediately from the date of such default.

#### **5. Other Insurances**

If any claim covered by this Policy is also covered by any other policy of insurance whether effected by the Insured or not, the Insurer shall not be liable to pay more than a rateable proportion. Provided always that nothing in this Condition shall impose on the Insurer any liability from which it would have been relieved by Part 3(a), (iii) and (iv) of Section 1 of 'Liability to Third Parties' on page 8 but for the terms of this Condition.

#### **6. Care of Vehicle**

The Insured shall take all reasonable steps to safeguard the Insured Vehicle against loss, damage, breakdown and prevent injuries. The Insured should ensure that the keys are not left in or on the Insured Vehicle while unattended or leave the Insured Vehicle unlocked.

The Insured Vehicle must be maintained in an efficient and roadworthy condition. The Insured must ensure that the Insured Vehicle has a valid CRW certificate and fit tyres appropriate to the Insured Vehicle, and ensure tread depths comply with the legal limit.

The Insured shall also allow the Insurer's authorised representative to inspect the Insured Vehicle at any time.

If condition 6. "Care of Vehicle" is not complied with, the Insurer reserve the right not to pay a claim or if, by law, the Insurer is obliged to meet a claim, then we reserve the right to seek recovery of the payment from the Insured.

#### **7. Change to Policy Details**

The Insured must immediately inform the Insurer about any:

- change of car or any other vehicle you buy or take ownership of;
- convictions, prosecutions or any penalty points which apply to the Insured or any other insured driver of your car;
- change in a driver's health, address or occupation;
- modifications or alterations to the Insured Vehicle including, but not limited to, air induction kits and filters, lower suspension, change to the exhaust, engine maintenance computers or adding of body parts;
- change in use or in the main user of the Insured Vehicle; or
- any other change of material fact. Material facts are those facts which might influence the acceptance or assessment of a proposal by the Insurer. If the Insured is in doubt as to whether a fact is material they should disclose it to the Insurer.

When you notify the Insurer about a change, we may then reassess the premium and the cover. Failure to disclose material facts:

- could result in your contract being invalidated/cancelled;
- a claim not being paid;
- difficulty obtaining insurance in the future.

#### **8. Arbitration**

All differences arising out of this contract shall be referred to an Arbitrator to be appointed by the parties in accordance with current statutory provisions. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Insurer. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of liability shall be deemed to have been abandoned.

#### **9. Laws Relating to Compulsory Motor Insurance**

Any Condition of this Policy and/or of any Endorsement thereon in so far as it is a prohibited condition within the meaning of Part VI of the Road Traffic Act 1961 shall not be a condition affecting the right of any person to recover an amount under or by virtue of the provisions of Section 76 of the said Act.

#### **10. Policyholder's Duty of Disclosure**

The following are conditions precedent to the liability of the Insurer:

- The truth of any information in connection with this insurance supplied by or on behalf of the Insured which shall be the basis of and incorporated in this contract.

Cover may not operate if any material fact has been withheld or is inaccurate or misleading. Material facts are those facts which might influence the acceptance or assessment of a proposal by the Insurer. If the Insured is in doubt as to whether a fact is material they should disclose it to the Insurer.

Failure to disclose material facts could result in your contract being invalidated/cancelled, a claim not being paid or difficulty in obtaining insurance in the future.

The Insurer reserve the right to reassess cover and premium following notification of any material facts.

#### **11. Duty to Comply with Policy Conditions**

The due observance and fulfilment of the terms, limitations, Exceptions, Conditions and Endorsements of this Policy so far as they relate to anything to be done or complied with by the Insured shall be conditions precedent to any liability of the Insurer to make any payment under this Policy. Upon proof of breach of Condition No. 9 'Laws Relating to Compulsory Motor Insurance', the Insurer shall be entitled to recover from the Insured all sums paid by the Insurer including those for which the Insurer would not have been liable but for the provisions of any Road Traffic Act or Road Traffic or Motor Traffic Law operative within the areas covered by this Policy.

#### **12. Insurance Act 1936**

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

### 13. Finance Act 1990

The appropriate Stamp Duty has been or will be paid in accordance with the provisions of Section 113 of the Finance Act 1990.

### 14. Premium Alterations

If an alteration to the Policy results in an additional premium due to the Insurer or a refund premium due to the Insured, we will only charge or refund such premium provided the amount involved is greater than or equal to €20.

## Endorsements

**Note:** The following endorsements only apply if they are stated as being applicable on the Schedule.

### D. Own damage excess

It is a condition of this Policy that the Insured pay or refund to the Insurer all claims or expenses under Section 2 'Loss of or Damage to the Insured Vehicle' on page 9 up to the agreed amount (which is stated on the Policy Schedule) in connection with each and every occurrence or series of occurrences arising out of one event

Provided that:

- (i) this condition shall not apply in connection with any loss or damage by:
  - (a) fire, lightning, self-ignition or explosion
  - (b) theft or any attempt thereat
- (ii) the agreed amount is in addition to any other amount for which the Insured may be responsible under this Policy.

### E. Third party excess

It is a condition of this Policy that the Insured shall pay or refund to the Insurer all claims or expenses under Section 1 'Liability to Third Parties' up to the agreed amount (which is stated on the Policy Schedule) in connection with each and every occurrence or series of occurrences arising out of one event.

### F. All sections excess

It is a condition of this Policy that the Insured shall pay or refund to the Insurer all claims or expenses under Section 1 'Liability to Third Parties' and/or Section 2 'Loss of or Damage to the Insured Vehicle' up to the agreed amount (which is stated on the Policy Schedule) in connection with each and every occurrence or series of occurrences arising out of one event.

### G. Excluding drivers under 25 years of age

(Other than those named in the Certificate of Motor Insurance)

The following exclusion is deemed to be included in the General Exceptions of the Policy:

The Insurer shall not be liable in respect of any loss damage liability and/or injury whatsoever arising out of any event occurring whilst the Insured Vehicle is being driven or in the custody for the purpose of being driven by any person under the age of 25 years other than those named in the Certificate of Motor Insurance.

**I. Legal liability to passengers (unlimited)**

Exception (d) under Section 1 'Liability to Third Parties' is not operative.

**J. Passenger negligence**

The Insurer will at the request of the Insured indemnify under Section 1 'Liability to Third Parties' any Passenger getting into, getting out of or travelling in any vehicle described in the Schedule.

Provided that the passenger:

- (i) is not driving such vehicle or in charge of such vehicle for the purpose of driving
- (ii) is not entitled to indemnity under any other policy
- (iii) shall as though he/she were the Insured observe, fulfil and be subject to the terms, Exceptions and Conditions of this Policy in so far as they can apply.

Exceptions

The Insurer shall not be liable in respect of:

- (i) personal injury (including personal injury causing death) to:
  - (a) the Insured
  - (b) any person driving such vehicle or in charge of such vehicle for the purpose of driving
  - (c) any person in the employment of the Passenger or in the employment of the employer of the Passenger where such personal injury arises out of and in the course of such employment
- (ii) damage to property owned by or in the possession, custody or control of the Insured or of the Passenger or being conveyed by such vehicle.

**K. Increased third party property damage limit**

The limit of indemnity in respect of damage to property stated under paragraph 1(a) of Section 1 'Liability to Third Parties' is increased to the amount stated on the Policy Schedule.

# Complaints Procedure

At Zurich, we care about our customers and believe in building long-term relationships by providing quality products combined with a high standard of service. If it should happen that you have cause for complaint, either in relation to your policy or any aspect regarding the standard of our service, please see the steps outlined below.

- If you have arranged your policy with Zurich through a Broker, you should firstly direct your complaint to the Broker with whom you arranged your policy.
- If the matter remains unresolved to your satisfaction you can contact Zurich at (01) 6670666 or alternatively you can write to the Customer Service Co-ordinator at Zurich Insurance, PO Box 78, Wexford, or by email to [customer-care@zurich.ie](mailto:customer-care@zurich.ie).
- If the complaint is still not resolved to your satisfaction, you can write to the Chief Executive Officer at the aforementioned address, or alternatively you may wish to contact:
  - (i) Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Telephone: (01) 567 7000. Email: [info@fspo.ie](mailto:info@fspo.ie). Website: [www.fspo.ie](http://www.fspo.ie).
  - (ii) The Central Bank of Ireland, P.O. Box 559, Dublin 1. Lo-Call: 1890 77 77 77 or +353 (0) 1 224 5800.
  - (iii) Insurance Ireland, First Floor, 5 Harbourmaster Place, IFSC, Dublin 1. Telephone: (01) 676 1914.

Your right to take legal action is not affected by following any of the above procedures.



# Data Protection

Zurich Insurance plc ('Zurich', 'we', 'our', 'us') is a member of the Zurich Insurance Group ('the Group'). Zurich is the data controller for this contract under data protection legislation.

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

## About this section

Everyone has rights with regard to the way in which their personal data is handled. During the course of our business activities, we will collect, store and process personal data about you. The purpose of this section is to give you some information about the collection and processing of your personal data. Further information can be obtained in our Privacy Policy which is available at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

## The Data we collect

Where appropriate, we may collect the following personal data ('Data') from and/or about you:

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

The above list covers the main data types collected by Zurich. For further information please see our Privacy Policy at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

We require this Data in order to manage and administer our relationship with you, evaluate the risk and assess the premium to be paid, validate and settle any claims, bring and/or defend legal proceedings, prevent, detect and investigate fraud, and in order to generally take any steps required to fulfil our contract with you/comply with our legal obligations.

**Note:** If you provide us with Data relating to another person you must first: (a) inform that person about the content of our Privacy Policy and (b) obtain any legally required consent from that person to the sharing of their Data in this manner.

### **Data collected from third parties**

We may collect Data from third parties if you engage with us through a third party, for example through a broker or, in the case of a group scheme, through your employer. We may also obtain Data from other third parties such as financial institutions, claims service providers (including private investigators) and insurance industry and government bodies for the purposes described above.

### **What we do with your Data**

We may use, process and store the Data for the following purposes:

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

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

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

The above list is not intended to be exhaustive (please see our Privacy Policy for more information).

In addition, we may check the Data you have provided against international/economic or financial sanctions laws or regulated listings to comply with legal obligations or otherwise to protect our legitimate business interests and/or the legitimate interests of others.

### **Sharing of Data**

We may share your Data (where appropriate/applicable) as follows:

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

For further information regarding the third parties that we may share Data with, please see our Privacy Policy at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

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

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

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

### **Data Retention**

The time periods for which we retain your Data depend on the purposes for which we use it. We will keep your Data for no longer than is required or legally permitted. Please see our Data Retention Policy at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

### **Automated Decision Making and Profiling**

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

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

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

### **Data subject rights**

You have the following rights in relation to your Data which is held by us:

1. To ask for details of your Data held by us.
2. To ask for a copy of your Data.
3. To have any inaccurate or misleading Data rectified.
4. To have your Data erased.
5. To restrict the processing of your Data in certain circumstances.
6. To object to the processing of your Data.
7. To transfer your Data to a third party.
8. A right not to be subject to automated decision making.
9. The right to receive notification of a Data breach.
10. Where processing is based on consent, the right to withdraw such consent.
11. The right to lodge a complaint to the Data Protection Commission.

However, these rights may not be exercised in certain circumstances, such as when the processing of your Data is necessary to comply with a legal obligation or for the exercise or defence of legal claims. If you wish to exercise any of your rights in this regard a request must be submitted in writing to our Data Protection Officer (see contact details below). In order to protect your privacy, you may be asked to provide suitable proof of identification before we can process your request.

## **Privacy Policy**

Please note that this Data Protection section is not a standalone section. It contains a brief description of the information you need to understand how your Data is used by us and should be reviewed in conjunction with our Privacy Policy which is available online at **[www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy)**.

If you have any questions about your Data, you can contact our Data Protection Officer, using the contact details below.

- **Zurich Customer Services on 053 915 7775**
- **[dataprotectionofficer@zurich.ie](mailto:dataprotectionofficer@zurich.ie)**
- **Data Protection Officer, Zurich Insurance plc, FREEPOST, Zurich Insurance, PO Box 78, Wexford, Ireland.**

Corporate Brokers Limited trading as Arachas, Capital Insurance Markets, Capital IM, Covercentre is regulated by the Central Bank of Ireland.

Registered address is 9 Eastgate Avenue, Eastgate Business Park, Little Island, Cork, T45 YN92

Zurich Insurance plc  
Zurich Insurance, PO Box 78, Wexford, Ireland.

Telephone: 01 667 0666 Fax: 01 667 0644

Website: [www.zurich.ie](http://www.zurich.ie)

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Central Bank of Ireland.