

# Commercial

## Motor Policy Document

Motor Insurance





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## Customer Information

Thank you for arranging your motor Insurance with us. This Policy Booklet and the attached Insurance Certificate/Schedule detail the insurance provided including the covers selected and the levels of indemnity applicable in relation to the Business Description detailed on the Schedule.

### Important Notice

It is important that you carefully examine the Policy Booklet and Insurance Certificate/Schedule in its entirety to ensure it meets with your particular needs. If any of the information is incorrect please advise your Insurance Broker immediately.

It is imperative that you advise your Broker of any changes in material facts since failure to do so may invalidate your Policy or result in certain covers not operating fully. If you are in doubt as to whether a fact is material or not please contact your Insurance Brokers.

### Data Protection Notice

We are committed to ensuring that your data is protected. To keep you informed, we have created this notice which will explain how we use the information we collect about you and how you can exercise your data protection rights.

#### 1. Who are we?

We are RSA Insurance Ireland DAC (RSA) and we provide commercial and personal insurance products and services. We also provide insurance services in partnership with other companies.

#### 2. Why do we collect and use your personal information?

RSA will use your personal information for the provision of insurance services such as providing a quotation, underwriting a policy and handling claims under an insurance contract. We will also use your data for other related matters such as complaint handling, prevention or detection of fraud, reinsurance and statistical analyses.

When looking for a quote for a product from us, you will need to provide us with information relating to what you wish to be covered by the insurance (e.g. car make and model, your home, etc.). When buying certain products, we will on occasion need to collect special categories of data (e.g. medical history for motor insurance) and convictions history (e.g. driving offences).

We will need to process your payment information (e.g. direct debit, credit and debit card information, etc.) in order to provide your cover. To service your policy, we may communicate with you via your intermediary, if applicable, and via our website, emails, telephone calls or post. Calls with RSA may be recorded for training and verification purposes.

If you need to claim against your insurance policy, we normally need to collect information that evidences what happened in the incident. If other people are involved in the incident, we may also need to collect additional information related to them (including children) which can include special categories of data (e.g. injury and medical data, etc).

In submitting an application to us, you may provide us with equivalent or substantially similar information relating to other proposed beneficiaries under the policy. You agree that you will bring this Privacy Notice to the attention of each beneficiary at the earliest possible opportunity. Please also ensure that anyone else who is insured under your policy has agreed to provide their personal information to us.

Data protection laws require us to meet certain conditions before we are allowed to use your personal information in the manner described in this Notice. We take our responsibilities under data protection laws very seriously, including meeting these conditions.

In order to provide you with this detail we have prepared the following which describes the purpose to which we are using your data and the legal basis for doing so.

## Customer Information (cont'd)

Purpose	Legal Basis
To provide you with a quote for an insurance product and to provide you with insurance cover if you decide to purchase a product.	Processing is necessary for the performance of a contract or in order to take steps at your request prior to entering into a contract
To assess the information you have provided and make a decision as to whether we can provide you with cover and at what price	Processing is necessary for the performance of a contract or in order to take steps at your request prior to entering into a contract;
To verify your identity and to verify the accuracy of the information we receive.	Processing is necessary for the performance of a contract or in order to take steps at your request prior to entering into a contract;  To comply with legal obligations (eg. money laundering requirements)
To administer your insurance contract and make any changes during its term, answer queries, provide updates and process a cancellation.	Processing is necessary for the performance of a contract
To make and receive any payments whether in relation to your policy or a claim.	Processing is necessary for the performance of a contract
To manage and investigate any claims made by you or another person under your policy of insurance.	Processing is necessary for the performance of a contract
To detect and prevent fraud, money laundering and other offences. To assist An Garda Síochána or any other authorised body with investigations.	Processing is necessary for the purposes of our legitimate interests. This interest is to investigate and prevent potential fraudulent and other illegal activity.
To manage and investigate any complaints	Processing is necessary for the performance of a contract or in order to take steps at your request prior to entering into a contract; Processing is necessary to comply with legal obligations
For reinsurance purposes	Processing is necessary for the performance of a contract
To comply with laws and regulations	Processing is necessary to comply with legal obligations
For statistical analyses	Processing is necessary for the purposes of our legitimate interests. This interest is to improve our processes, products and services.
To make back-ups of your data in case of emergencies and for disaster recovery purposes	Processing is necessary to comply with legal obligations

### 3. How else do we collect information about you?

Where possible, we will collect your personal information directly from you. However, on occasion we may receive information about you from other people or companies. For example:

- It was given to us by someone who is applying for an insurance product on your behalf (e.g. insurance brokers).
- It was supplied to us when you have purchased an insurance product or service that is provided by us in partnership with other companies.
- It was lawfully collected from other sources (e.g. the Integrated Information Data System ('IIDS')) to validate information you have submitted to us such as driver number and penalty points.
- Vehicle history check suppliers/ databases.
- Through credit checks.
- Through a database to determine address based risk factors (known as geocoding)
- Searches of publicly available information (e.g. online).
- The Insurance Link Anti-Fraud register (for more information see [www.inslink.ie](http://www.inslink.ie)) and other insurers.
- Other fraud prevention databases available in the insurance industry.

### 4. Will RSA share your personal information with anyone else?

We may share your details with a number of external parties in order to administer your policy, handle claims and to prevent and detect fraud. For example:

- Your Intermediary & anyone authorised by you to act on your behalf.
- Our Third Party Service Providers such as technology suppliers, hosting/storage providers, payment providers and document providers.
- With other companies within the RSA Insurance Group.

- The Insurance Link Anti-Fraud register (for more info see [www.inslink.ie](http://www.inslink.ie)) and other insurance companies.
- Loss Adjusters, claims investigators, repairers, medical practitioners, solicitors and other firms as part of the claims handling process.
- Surveyors.
- Private Investigators when we need to further investigate certain claims
- Other fraud prevention databases available in the insurance industry.
- With prospective sellers or buyers in the event that we decide to sell or buy any business or assets.
- Our reinsurers.

We may also share your personal information as a result of our legal and regulatory obligations. This can include with An Garda Síochána, other official agencies and on foot of a Court Order or Subpoena.

In order to provide you with the insurance policy, we may share your information with our service providers and on occasions, some of your personal information may be sent to other parties outside of the European Economic Area (EEA). We would only do this in compliance with the appropriate legal and technical safeguards such as the standard data protection clauses adopted by the European Commission, Binding Corporate Rules or as a result of an adequacy decision of the European Commission

### 5. Which decisions made about you will be automated?

Before we can sell you an insurance product or service, we may conduct the following activities, which involve automated (computer based) decision-making:

- **Pricing and Underwriting** – the process calculates the insurance risks based on the information that you have supplied. This will be used to determine if we can provide you with a policy and to calculate the

premium you will have to pay. The results of these automated decision-making processes will limit the products and services we may be able to provide you. If you do not agree with the result, you have the right to request human intervention to allow you to express your point of view and contest the decision.

#### 6. For how long will RSA keep your information?

RSA Information submitted for a quotation may be retained by us for a period of up to 15 months from the date of the quotation. All information in respect of a policy (to include claims on the policy) will be held for 8 years after the ending of the client/insurer relationship to ensure we meet our regulatory obligations. We will retain call recordings for 8 years from the date of the call.

There are certain policies where we need to keep data for longer than the normal periods where we may receive claims where the claimant was not aware of the injuries until a long time after it was caused.

#### 7. What should you do if your information is incorrect?

If you think that the information we hold about you is incorrect or incomplete, please contact your intermediary or contact us and we will be happy to rectify it for you.

#### 8. What are your rights over the information that is held by RSA?

We understand your information is important to you, therefore you may request us to undertake any of the following actions:

- 1 Provide you with a copy of the personal information we hold about you, in a commonly used electronic format (or hard copy if you wish).
- 2 Request your personal information to be

deleted where you believe it is no longer required. Please note however, this request will not be valid while you are still insured with us and where we are subject to legal or regulatory obligations.

- 3 Request that we supply a copy of the personal information you have supplied to us, to another company. We would provide the information in a commonly used electronic format.
- 4 Request that we restrict the use of your information by us.
- 5 Object to the processing of your data.

If you would like to request any of the above, please email us a request to **[ie\\_dataprotection@ie.rsagroup.com](mailto:ie_dataprotection@ie.rsagroup.com)** or write to us at the address contained in Section 10. To ensure that we do not disclose your personal information to a party who is not entitled to it, when you are making the request please provide us with:

- Your name;
- Address(es);
- Date of birth;
- Any policy IDs or reference numbers that you have along with a copy of your photo identification and proof of address.

All requests are free of charge although we reserve the right to charge an administrative fee for subsequent requests (such as when the request is part of a series of repeated requests over a short period of time). We endeavour to respond within one month from receipt of the request. If we do not meet this time frame, we will explain why this was in our response.

Please note that simply submitting a request does not mean we will be able to fulfil it – we are often bound by legal and legislative law which can prevent us fulfilling some requests in their entirety, but when this is the case we will explain this to you in our response.

Requests to restrict the use of your

information or to object to the processing of your data may lead to RSA being unable to continue to service your policy and therefore lead to cancellation of your policy.

#### 9. Changes to our Data Protection Notice.

This notice will be updated from time to time so please check it each time you submit personal information to us or renew your insurance policy.

#### 10. How do you ask a question about this Data Protection Notice?

If you have any questions or comments about this privacy notice please contact:

The Data Protection Officer; RSA Insurance  
Ireland DAC, Dundrum Town Centre,  
Sandyford Road, Dundrum,  
Dublin 16, D16 FC92

You may also email us at  
**[ie\\_dataprotection@ie.rsagroup.com](mailto:ie_dataprotection@ie.rsagroup.com)**

#### 11. How can you lodge a complaint?

If you wish to raise a complaint on how we have handled your personal information, please send an email to [ie\\_dataprotection@ie.rsagroup.com](mailto:ie_dataprotection@ie.rsagroup.com) or write to us using the address provided in Section 10. Our Data Protection Officer will investigate your complaint and will give you additional information about how it will be handled. We aim to respond in a reasonable time, normally 30 days.

If you are not satisfied with our response you can lodge a complaint to the Office of the Data Protection Commissioner; Canal House, Station Road, Portarlinton, Co Laois, R32 AP23.



### **Customer Complaints Procedure**

We are anxious to provide the highest quality of customer service at all times. We are eager therefore to learn about any aspect of our service or products not meeting customer expectations.

If you have a complaint in connection with company service, the details of your policy or treatment of a claim please contact your insurance broker or contact our Customer Service Manager, RSA Insurance Ireland DAC, RSA House, Dundrum Town Centre, Sandyford Road, Dublin 16  
Tel: 1890 290 100  
Outside Ireland Tel: + 353 | 290 1000

In the event of the issue not being resolved you may contact:

- The Insurance Information Service of Insurance Ireland, Insurance House, 39 Molesworth Street, Dublin 2

Tel: 01-6761914

- Financial Services Ombudsman's Bureau  
3rd Floor,  
Lincoln House,  
Lincoln Place,  
Dublin 2

Tel: 1890 88 20 90 or 01-662 0899

Following the above procedures does not in any way affect your right to take legal action.

### **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.

### **Mid Term Alterations - Minimum Premium**

Should any change to the cover agreed by the Insurer result in an additional or return premium under €25 no charge or rebate will apply in respect of such sum.

## **The undernoted details are for your assistance only and do not form part of this policy.**

### **In the event of an accident**

- Obtain the registration number of the vehicle involved names and addresses of other people involved names and addresses of any witnesses.
- Make a sketch of the scene of the accident.
- Do not admit responsibility or sign any statement to this effect.

### **Where there is damage to property other than your own**

- Give your name, address and registration particulars of your vehicle. If the vehicle is not your own give the owner's name and address also.
- Show your Certificate of Insurance when requested.

### **Where anyone other than yourself is injured**

- You are required to show your Certificate of Insurance to the Gardaí but if this is not possible at the time you must report the accident as soon as possible to them but not later than 24 hours after the accident.

### **Prosecutions**

- You must advise us immediately if you receive notice of any intended prosecution as a result of the accident.
- If you become aware of any pending prosecution against the other party please advise us.

### **Claims notification**

- Please advise us immediately of the accident and complete an accident report form as soon as possible thereafter. We or your Broker will give you any assistance you may require.

### **Drivers**

- You should never, under any circumstances, allow an uninsured driver i.e. a driver who is not named on your Certificate of Insurance, to use your vehicle. If you do, you will be personally liable for any accident that happens - your insurance policy will not cover you. If you are in any doubt on this or any other matter do not hesitate to contact your Broker who will be delighted to assist you.

## **RSA Insurance**

### Commercial Motor Insurance

**Whereas** the Insured described and carrying on the trade or business stated in the Schedule attached hereto and no other for the purpose of this Insurance has made or has caused to be made to RSA Ireland Insurance Limited t/a RSA Insurance (hereafter referred to as “the Company”), a proposal and declaration (hereinafter called “the proposal”) which shall be the basis of the Contract and is deemed to be incorporated herein as evidenced by this Policy of Insurance and has paid or agreed to pay the premium mentioned in the Schedule as consideration for the indemnity hereinafter contained.

RSA Insurance has agreed to indemnify the Insured against liability, loss or damage as hereinafter defined subject to the terms, conditions and exceptions contained herein or endorsed hereon and directly sustained in connection with the Vehicle described in the Schedule and occurring during the period stated therein or any subsequent period in respect of which RSA Insurance agree to accept the premium for the renewal of this Insurance.

### **Definitions**

- a) The words ‘we’, ‘us’ and ‘our’ mean RSA Insurance.
- b) The words ‘you’, ‘yourself’ and ‘your’ mean the Insured.
- c) The expression ‘your vehicle’ means the Motor Vehicle described in the Schedule and which is identified in the effective Certificate of Motor Insurance.

### **Territorial Limits and Jurisdiction Clause**

Unless otherwise agreed we shall not be liable for any claims arising whilst the Vehicle is outside the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man or the Channel Islands (or during transit by sea between any of these territories), except as required by Article 7(2) of the E.C. Directive on Insurance of Civil Liabilities arising from the use of motor vehicles (No. 72/166/CEE) as set out in Section 4 of this Policy.

This Insurance shall be governed by the laws of the Republic of Ireland whose courts shall have exclusive jurisdiction in any dispute, doubt or question arising hereunder. In the event of any action, claim or demand by any Third Party under or by virtue of this Insurance our liability to indemnify in such court shall be limited to judgements delivered or obtained in the first instance by such court of competent jurisdiction within the Republic of Ireland.

## Section I Liability to Third Parties

### **A** We will pay:

- 1) all sums which you shall become legally liable to pay as compensation for:
  - i) death of or bodily injury to any person;
  - or
  - ii) damaged to property up to but not exceeding €6,500,000 including cost in respect of mobile plant and €2,600,000 in respect of horse transporters unless specified otherwise in the schedulecaused by or through or in connection with your vehicle or any trailer or disabled mechanically propelled vehicle attached to your vehicle or in direct connection with their loading or unloading including the cost of emergency treatment as required by the Road Traffic Acts;
- 2) all legal charges and expenses incurred with our written consent in dealing with or defending any claim under this Section and will at your request (or may at our option) arrange for and pay the fee of a Solicitor to represent you at any Coroner's Inquest or District Court in respect of any death which may be the subject of indemnity under this Section, or at any proceedings taken against you in respect of any act causing or relating to any event which may be the subject of indemnity under this Section.

**B** The indemnity provided by Sub-Section (A) of this Section will be subject to the fulfilment of the Conditions of this Policy and shall apply to:

- 1) any person permitted by the current Certificate of Motor Insurance to drive your vehicle;
- 2) any person using but not driving your vehicle with your permission for social, domestic and pleasure purposes;
- 3) the legal personal representatives of any person covered under this Section in the event of his death and in respect of liability incurred by such persons.
- 4) an unlicensed driver when a licence is not required by law provided always that such person is driving on the order of or with the permission of the Insured and is of an age to hold a licence applicable to the type of vehicle being driven, and is within the age limits specified on the schedule.

## Exception to Section I Liability to Third Parties

We shall not be liable for:

- a) death or bodily injury to any person arising out of and in the course of such person's employment by the person claiming to be indemnified;
- b) damage to property or animals owned by or in the care, custody or control of any person indemnified under this Section;
- c) loss of or damage to any property or animals being carried in or on your vehicle or being loaded on to or unloaded from your vehicle. Except in so far as is necessary to meet the requirement under section 7(d);
- d) damage to Aircraft or Airfield Gantry;
- e) damage by vibration or by the weight of your vehicle or its load;
- f) any accident arising beyond the limits of any carriageway or thoroughfare in connection with the loading or unloading of your vehicle by any person other than your driver or other employee;
- g) any accident arising out of, or in connection with the bringing of the load to your vehicle for the purpose of loading thereon or the taking away of the load from your vehicle after unloading;
- h) death, injury or damage arising out of or in connection with discharge or spillage from your vehicle unless such discharge or spillage is the result of an accident which may be the subject of indemnity under this Section;
- i) damage to premises belonging to or occupied by you;
- j) death, injury or damage caused or arising whilst your vehicle or any plant forming part of such vehicle or attached thereto is being operated as a tool of trade except so far as is necessary to meet the requirements of the Road Traffic Acts.

## Avoidance of Certain Terms and Right of Recovery

Nothing in this Policy or in any endorsement hereon shall affect the right of any person indemnified by this Policy or of any other person to recover an amount under or by virtue of the provisions of the law of any territory in which this Policy operates relating to the insurance liability to Third Parties

But you shall repay to us all sums paid by us which we would not have been liable to pay but for the provisions of such law.

## Section 2 Loss or damage to your Vehicle

We will indemnify you against loss or damage to your vehicle as described in the schedule, including standard accessories fitted thereto caused by:

- i) accidental means, including malicious damage caused by any person not in the employ of the Insured
- ii) fire
- iii) theft and/or attempted theft

### Limits of Indemnity

The liability of the Company under this Policy in respect of any Property shall not exceed the Amount of Indemnity shown against such Item in the Schedule.

- 1 If your vehicle is disabled by reason of loss or damage covered by this Section, we will pay the reasonable costs and expenses, not exceeding €4,000, of protection and removal to the nearest repairer or delivery to you at your address in the Republic of Ireland whatever is the more cost effective.
- 2 We may at our sole option repair, reinstate or replace your vehicle or any part thereof or may pay in cash the amount of the loss or damage sustained up to the market value at the time of such loss or damage but in no event shall we be liable for a greater sum than the value stated in the Schedule.
- 3 If to the knowledge of and agreed by the Company, the vehicle is owned by a person other than the insured, or if your vehicle is the subject of a Hire or other Credit Purchase Agreement, such payment shall be made to the legal owner described therein whose receipt shall be a full and final Section 2 Loss or damage to your Vehicle discharge to us of our liability.

4 Notwithstanding anything contained in this Policy in the event of any part of the vehicle and/or its accessories becoming unobtainable or obsolete and therefore out of stock, our liability shall be for the value of the part at the time of the accident, not exceeding the manufacturers' last list or quoted price in respect of such part or accessory.

- 5 Trailers  
Unspecified trailer extension  
(Only operative when noted under the Policy Schedule)  
Unspecified trailers insured hereunder are only covered whilst in the care, custody and control of the insured and whilst being towed by a vehicle owned by the Insured.  
Where Trailers are individually specified on the Policy Schedule cover will also apply whilst detached from the Insured Vehicle and out of use but remaining on or about the Insured's premises or whilst temporarily detached during the course of a journey.

### Warranties

The following warranties shall apply under Section 2 of this Policy.

- 1) It is warranted that the insurance afforded by this section shall not inure directly or indirectly to the benefit of any other party. This section does not cover damage whilst vehicles / trailers insured hereunder are let out on hire or loan to third parties.
- 2) It is warranted that all vehicles / trailers, when left unattended, are locked, keys removed, all windows closed and the immobiliser (if fitted)

## Exceptions to Section 2    Loss or damage to your vehicle

We shall not be liable for:

- a) penalties or liability for delay or detention or arising out of guarantees of performance or efficiency or consequential loss of any nature whatsoever.
- b) mechanical or electrical failure or derangement.
- c) wasting or wearing out of any part of an item resulting from use or working, chipping of painted surfaces.
- d) scratching of any surfaces, gradual deterioration or rust.
- e) loss of, or damage to property whilst in transit by air
- f) loss of, damage or liability directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- g) loss of, or damage to tyres by the application of brakes or by punctures, cuts or bursts.
- h) loss of, or damage to any insured vehicle while being driven by a person:
  - a. Under twenty five years old
  - b. Without a full licence
  - c. Without a clean record for 2 years.Unless specifically agreed by the Company.

- i) theft of the insured property by or with the connivance of the Insured's employees or drivers.
- j) Any amount in excess of €6,500,00 for mobile plant and €2,600,000 for horse transporter owned by or leased to the insured arising from any one occurrence.

### Policy Excess

Our liability for each and every claim under Section 2, Loss or Damage to your vehicle other than loss or damage to windscreen or windows, shall be reduced by the amount of the Compulsory Accidental Damage Excess plus the amount of the Voluntary Accidental Damage Excess as shown in the schedule.

In the event of any claim involving damage to an item and its trailer, the aggregate excess on the vehicle and trailer is payable.

The expression "claim" shall mean a claim or series of claims arising out of one occurrence."

## Section 3    Loss or damage to your vehicle by Fire or Theft

We will indemnify you in the term and exceptions and warranties of Section 2 - Loss or Damage to Your Vehicle, but only so far as concerns loss of or damage to your vehicle caused by:

- a) fire, lightning or explosion;
- b) theft or any attempt thereat, but not including loss or damage caused by any person obtaining property by deception.

## Section 4 Foreign Use

### European Community (E.C.) Compulsory Cover

We will provide the minimum insurance to allow you to use your vehicle:

- a) in member countries of the European Community
- b) in other countries which have made arrangements which meet the insurance requirements of and are approved by the Commission of the European Community.

### Green Card

Subject to our agreement and the issue of an International Motor Insurance Certificate (Green Card) we will extend the cover to apply whilst your vehicle is in use in countries on the Continent of Europe as specified on the Green Card or whilst in transit by sea between such countries and the countries to which this Policy applies including the processes of loading or unloading incidental to such transit

Provided always that:

- a) such transit shall be any recognised sea passage of not longer duration than 65 hours
- b) we shall not be responsible for Customs or Excise Duties or Charges
- c) in the case of disablement of your vehicle by reason of loss or damage, if insured against, our liability in respect of any reasonable cost of delivery to you after repair, shall be limited to the cost of delivery within the country where the loss or damage is sustained.

## Section 5 Articulated Vehicles

Should your vehicle comprise an Articulated Unit, then any Articulated Trailer attached to any such Articulated Unit shall be deemed to constitute one complete vehicle under section 1 of this policy.

The company will indemnify the Insured in the terms of Section 1 of this policy in respect of any trailer owned by the insured or for which the Insured is legally responsible:

- a) whilst such trailer is attached to the Insured Vehicle.
- b) whilst such trailer is detached from the vehicle provided that
  - i) such trailer remains in your care, custody or control.
  - ii) such trailer is not attached to a vehicle for which indemnity is not provided by this insurance.

Where trailers are owned by the insured and individually specified on the Policy Schedule cover will also apply whilst detached from the Insured Vehicle and out of use but remaining on or about the Insured's premises or whilst temporarily detached from an Insured Vehicle during the course of a journey.



## Section 6 No Claims Discount

### No Claims Discount

If the policy is not written on a fleet basis, we will allow a No Claims Discount against your renewal premium if no claim has been made or arisen under this Motor Policy during the previous 12 month Period of Insurance

The amount of the discount will be in accordance with our scale of No Claims Discount applicable at the time of renewal.

If we have to make a payment which we have not yet been able to recover or which we cannot recover from any other party involved in the accident, a claim will count against your No Claims Discount, even if you are not at fault.

### Claims which do not affect your No claims Discount

- the breakage of glass in the windscreen or window of Your Vehicle (excluding a sun roof) and scratching of its body work caused solely and directly by such breakage.
- Any claim where we have obtained a full recovery of any costs.

In the event of any claim under this Policy for which we incur a cost or retain a reserve against a future cost then the entitlement to a No Claims Discount by you will be prejudiced.

## Section 7 Additional Extensions Available

Each of these Extensions will only apply if shown as operative in the Schedule

### Extensions:

#### **A** Windscreen

If damage to your vehicle is limited to accidental breakage of glass in the windscreen or windows (excluding a sunroof) or any scratching of body work resulting solely and directly from such breakage we will indemnify you against a sum not exceeding €1,000 in any one period of insurance.

A payment under this extension will not affect your entitlement to a No Claims Discount.

#### **B** Indemnity to Principals

Notwithstanding Section 9 General Exception 7, the Company will indemnify the Insured Person in the terms of Section I in respect of liability assumed by the Insured under an agreement with any person (the Principal) for the execution of work or service or in connection with access to any premises or road in the ownership or occupation of the Principal.

Provided that

- a) the Insured shall have arranged with the Principal for the conduct and control of all claims for which the Company may be liable by virtue of this Endorsement to be vested in the Company
- b) the Company shall not be liable by virtue of this Endorsement in respect of
  - i. liability which attaches to the Principal by virtue of an agreement which would not have

## Section 7 (cont'd)

attached in the absence of such agreement

- ii. bodily injury to the Principal for any amount for which the Policy Holder was not liable in the absence of such agreement
- iii. damage to property belonging to or held in trust by or in the custody or control of the Principal for any sum in excess of the amount required to indemnify the Principal
- iv. liability which arises other than by reason of the negligence of the Insured or an employee of the Insured

### **No Claims Discount Protection**

Provided that

- i) not more than one accident occurs or one claim (other than a windscreen breakage claim) has been made or notified during the current period of insurance or
- ii) you or the driver have not been prosecuted or threatened with criminal proceedings in connection with any motoring offence Your No Claims Discount will not be prejudiced at renewal date.

### **Felled Animals**

We will pay for the removal and disposal cost arising from the death of any equine stock (including slaughter on humane grounds) as a result of accidental violent and visible means while being transported by the insured vehicle or being loaded or unloaded from the insured vehicle

Provided the incident occurs in the Republic or Ireland or Northern Ireland.

This cover is subject to a limit of €1,000 during any one period of insurance.

### **Limited Carriage of Livestock**

Provided the current Certificate of Insurance permits the use of the insured vehicle for hire and reward and it has been agreed in writing by us the insured vehicle may be used for the carriage of livestock for hire and reward up to but not exceeding 5,000 kilometres during any one period of insurance.

Provided that the insured vehicle has been designed and manufactured for use as a horse transporter.

## Section 8 General Policy Conditions

### 1 Due Observance

The due observance and fulfilment of the terms and conditions of this Policy and of the endorsements issued by us for attachment thereto and the truth of the statements and particulars in your Proposal shall be a condition precedent to any liability of ours under this Policy.

If you shall make any claim or statement in connection therewith knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall become null and void and all claims thereunder shall become forfeited.

### 2 Claims Procedure

After any accident or loss or event likely to give rise to a claim under this Policy you or the person entitled to indemnity shall as soon as possible

- a) give full particulars in writing of the occurrence to us within 7 days of the said occurrence and in the event of Property being stolen or wilfully damaged immediate notice must be given to the Gardaí
- b) forward to us all letters from any Third Party and every claim, writ, summons or process you receive immediately and unacknowledged
- c) advise us of the time and place of any impending prosecution, inquest or court appearance.
- d) make every endeavour to obtain the names and addresses of all witnesses
- e) do and concur in doing and permit to be done all things which may be reasonably practicable to avoid or diminish any loss or damage and at the request and expense of the Company shall do and concur in doing all such acts and things as the Company may reasonably require.

You shall not make any admission of liability or payment or offer of payment or incur legal expenses without our written consent and you shall give such assistance as we may reasonably require and shall not in any way act to the detriment or prejudice of our interests.

On the Happening of an occurrence that might result in a claim under this Policy, the Company and every person authorised by the Company may without thereby incurring any liability enter any premises where the occurrence has happened and may take and keep possession of and deal with any salvage.

We are entitled to take sole control of all negotiations and proceeds and are entitled to use your name to settle and/or prosecute and/or defend any claim and we reserve the right to abandon same at any time.

We shall be entitled to exercise the same rights in respect of claims which we would not be liable to pay but for the provisions of the law of any territory in which this Policy operates relating to the insurance of liability to Third Parties without prejudice to our right of reimbursement from you under this Policy.

### 3 Other Insurance

If, at the time a claim arises under this Policy, there is or but for the existence of this Policy, there would be any other policy of indemnity or insurance in favour of or effected by or on behalf of the Insured applicable to the same loss or damage, the Company shall not be liable under this Policy to indemnify the Insured in respect of such loss or damage except in respect

## Section 8 General Policy Conditions (cont'd)

of any excess beyond the amount which would be payable under such other indemnity or insurance had this Policy not been effected.

The Insured will be entitled to a pro-rata return of premium upon return of the Policy and Certificates of Insurance.

### 4 Condition of Vehicle and Employment of Drivers

You shall take all due and reasonable precautions to safeguard your vehicle and to keep it in a good state of repair. We shall not be liable for loss, injury or damage howsoever caused if your vehicle is in an unsafe condition.

We shall at all times have free access to examine your vehicle. You must exercise reasonable care in the selection and employment of competent and sober drivers only and must check the driving experience record and licences of all drivers and prospective drivers before allowing them to drive your vehicle.

### 5 Cancellation

- (a) You may cancel this Policy at any time by letter and returning the Policy and the Certificate(s) of Insurance. Provided this insurance is an annual contract and that there have been no claims in the current Period of Insurance the Insured will be entitled Insurance the Insured will be entitled to a return of premium based on our short period rates which are as follows:

Period not Exceeding	1 Month	2 Month	3 Month	4 Month	5 Month	6 Month	7 Month	8 Month	9 Month	12 Month
% of Annual Premium Retained	25 %	30 %	40 %	50 %	55 %	65 %	75 %	80 %	90 %	100 %

- (b) We may cancel this Policy by giving seven days notice by registered post to the Insured's last known address.

### 6 Arbitration

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with the statutory provisions in force at the time.

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 us.

### 7 Transfer of Interest

This Policy is a contract personal to you and is not assignable in any circumstance whatsoever and no person other than you or your legal representatives shall have any right against us either as Assignee or Transferee of any interest in the subject matter hereof or of any right to receive monies payable hereunder either before or after loss and whether admitted or not in any other case whatsoever except as appears by endorsement hereon and signed by us.

### 8 Road Traffic Act - 1961

Any condition of this policy and/or of any endorsement thereon insofar 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 any amount under or by virtue of the provisions of Section 76 of the said Act.

## Section 8 (cont'd)

### 9 Stamp Duty

Stamp duty has been paid or will be paid in accordance with the provisions of Section 5 of the Stamp Duty Consolidation Act 1999 (as amended).

### 10 Premium Adjustment

If any part of the premium for this Policy is based on estimates furnished by the Insured - the insured shall, within 15 days of expiry of each Period of Declaration and/ or Insurance, furnish such information as the Company may reasonably require to adjust the Premium.

## Section 9 General Exceptions

### These General Exceptions apply to the whole Policy

We shall not be liable for:

- 1 Any claim unless the person indemnified or (where applicable) the person driving:
  - a) holds a valid licence to drive the Insured Vehicle
  - b) has held and is not disqualified from holding or obtaining such a licence
  - c) is fully complying with the conditions or limitations of that licence
  - d) is complying with the statements in the Proposal
  - e) is acting with your previously given authority

Any requirements of the Certificate that the person driving must hold or have held a licence to drive shall be inoperative when a licence is not required by law provided that the terms of the Certificate are otherwise observed and the person driving is of an age to hold a licence to drive the vehicle.

- 2 Any claim arising whilst any motor vehicle for which indemnity is provided by this Policy is being used otherwise than in accordance with the use permitted by the Certificate of Motor Insurance issued to you.
- 3 Loss and/or damage caused as a 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 except so far as is necessary to meet the requirements of the Road Traffic Acts.

## Section 9 General Exceptions (cont'd)

- 4 Any accident, injury, loss or damage (except under Section 1 - Liabilities to Third (Parties) arising during (unless it be proved by you that the accident, injury, loss or damage was not occasioned thereby) or in consequence of riot, strike, lockout or civil commotion.
- 5 Any liability loss damage, cost or expense of whatsoever nature, except so far as is necessary to meet the requirements of the Road Traffic Act, directly or indirectly caused by resulting from or in connection with any act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, terrorism means any act and/or threat of force or violence by any person or persons, whether acting alone or on behalf of or in connection with any organisation or government committed for political or other purposes with including the intention to influence any government and/or to put the public or any section of the public in fear.

The exclusion also includes 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 company maintain 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 In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 7 Any liability which attaches to you or the person indemnified by reason of any agreement but for which said agreement no such liability would have existed.
  - a) Loss or destruction of or damage to any property whatsoever or expense whatsoever resulting or arising therefrom or any consequential loss, and/or any legal liability of whatsoever nature directly or indirectly caused by or contributed by or arising from pollution.
- 8 Loss or destruction or damage under
  - a) Section 2 - Loss or Damage to Your Vehicle
  - b) Section 3 - Loss or Damage to Your Vehicle by Fire or Theft
  - c) Section 7 (A) - Windscreen directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 9 Any accident injury loss or damage whilst your vehicle is:
  - a) carrying a load in excess of that declared to us or is being used in

## Section 9 General Exceptions (cont'd)

- contravention of its Gross Plated Weight;
- b) used in an unsafe, unroadworthy or damaged condition;
  - c) carrying passengers or goods of such a number or weight or size in such a way as is likely to impair the safe driving or control of your vehicle, or is likely to cause damage to any person or property.

## Section 10 Miscellaneous

**The Insurance Cover**, to which this Policy relates, is written by RSA Insurance Ireland Limited.

Without prejudice to the generality of the foregoing, we agree that:-

- a) in the event of a dispute arising under this policy, we at the request of the Insured will submit to the jurisdiction of any competent Court of the Republic of Ireland; such dispute shall be determined in accordance with the law and Practice applicable in such Court
- b) any Summons, Notice or Process shall be served upon their Sole General Representative at the address stated above.

\* Insurance Acts, 1909 - 1983 and European Communities (non - Life Insurance) Regulations, 1976. (S.I.No.115 of 1976)

In accordance with Section 93 of the Insurance Act 1936 it is understood and agreed that all Monies which become or may become due and payable by us under this Policy shall be payable and paid in the Republic of Ireland.

**In witness whereof**  
this Policy has been signed at  
RSA Brooklawn House,  
Galway West Business Park,  
Western Distributor Road,  
Knocknacarra, Galway



Ken Norgrove  
Chief Executive Officer  
RSA Insurance Ireland DAC

**Notes**

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## **RSA Insurance**

RSA Brooklawn House, Galway West Business Park,  
Western Distributor Road, Knocknacarra, Galway  
Telephone: +353 (0) 91 774800 Facsimile: +353 (0) 91 779051

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RSA is a registered business name of RSA Insurance Ireland DAC. RSA Insurance Ireland DAC trading as RSA is regulated by the Central Bank of Ireland and is a private company limited by shares registered in Ireland under number 148094 with registered office at RSA House, Dundrum Town Centre, Sandford Road, Dundrum, Dublin 16.